

**United States District Court  
Northern District of Texas  
Dallas Division**

MARTEN GROUP, INC. D/B/A  
SENERGY MEDICAL GROUP AND  
SCOTT TENNANT,

*Plaintiffs*

v.

Case No. 3:24-cv-01852

JERALD TENNANT, MD, JOHN  
TENNANT, TERESA JESSEN  
TENNANT, JARED TENNANT,  
TENNANT DEVICES AND  
ACCESSORIES, LLC, AND  
CURADOR, LLC,

*Defendants*

**Appendix in Support of Plaintiffs' Response to Defendants'  
Amended Motion for Preliminary Injunction**

Plaintiffs Marten Group, Inc. d/b/a Senergy Medical Group and Scott Tennant attaches this Appendix in support of their Response to Defendants' Amended Motion for Preliminary Injunction.

<b>Exhibit</b>	<b>Description</b>	<b>Senergy Appendix ("SA") Page No.</b>
1	Declaration of Scott Tennant	SA 001 – 006

<b>Exhibit</b>	<b>Description</b>	<b>Senergy Appendix ("SA") Page No.</b>
1-1	Exhibit 1 to Declaration of Scott Tennant – a true and correct scanned copy of the draft “Confidentiality, Unauthorized Disclosure, and Non-Disparagement Agreement” sent by Dr. Tennant in June 2024	SA 007-014
2	Declaration of Casey Griffith	SA 015 - 017
2-A	Exhibit A to Declaration of Casey Griffith – a true and correct copy of the Mark Information filed with the USPTO for the Tennant Biomodulator, US Serial Number 78655612	SA 018 - 079
2-B	Exhibit B to Declaration of Casey Griffith – a true and correct copy of the Mark Information filed with the USPTO for the Tennant Biotransducer, US Serial Number 85731087	SA 080 - 239
2-C	Exhibit C to Declaration of Casey Griffith – a true and correct copy of the Articles of Incorporation for Avazzia, Inc. filed with the Texas Secretary of State May 18, 2004	SA 240 - 243
2-D	Exhibit D to Declaration of Casey Griffith – true and correct copies of excerpts from the transcripts of the depositions of Jerald Tennant, M.D. taken October 16 and October 17, 2024 (vols. 1 and 2)	SA 244 - 305
2-E	Exhibit E to Declaration of Casey Griffith – a true and correct copy of Plaintiffs Original Petition filed by Tennant Devices and Accessories, LLC and Jerald L. Tennant, M.D. on July 18, 2024 in Dallas County 191 <sup>st</sup> Judicial District, Cause No. DC-24-10471	SA 306 - 320

<b>Exhibit</b>	<b>Description</b>	<b>Senergy Appendix ("SA") Page No.</b>
2-F	Exhibit F to Declaration of Casey Griffith – true and correct copies of excerpts from the transcripts of the depositions of Jerald Tennant, M.D. taken October 16 and October 17, 2024 (vols. 1 and 2)	SA 321 - 323

# EXHIBIT 1



**United States District Court  
Northern District of Texas  
Dallas Division**

MARTEN GROUP, INC. D/B/A  
SENERGY MEDICAL GROUP AND  
SCOTT TENNANT,

*Plaintiffs*

Case No. 3:24-cv-01852-E

v.

JERALD TENNANT, MD, JOHN  
TENNANT, TERESA JESSEN  
TENNANT, JARED TENNANT,  
TENNANT DEVICES AND  
ACCESSORIES, LLC, AND  
CURADOR, LLC,

*Defendants*

**Declaration of Scott Tennant**

Pursuant to 28 U.S.C. § 1746, I declare under penalty of perjury as follows:

1. My name is Scott Tennant. I am a Plaintiff in this matter. I am over the age of 21 years old and am fully competent to make this Declaration. I have personal knowledge of the facts stated in this Declaration, and they are true and correct.
2. I am the Chief Executive Officer of Marten Group, Inc., which does business as Senergy Medical Group.
3. I understand that Dr. Tennant and other entities have sued me and Senergy for, among other things, trademark infringement. I am aware that Dr. Tennant

accuses me and Senergy of infringing the trademarks TENNANT BIOMODULATOR and TENNANT BIOTRANSDUCER.

4. I am aware Dr. Tennant claims that he “placed the marks in commerce” via “personal promotion of the products through his medical practice and educational seminars.” But Senergy is the entity that paid for and organized those seminars. Senergy advertised those seminars as Senergy events, with Dr. Tennant lecturing. Senergy created and paid for the DVDs, CDs, and printed material including the workbooks, like those shown in Dr. Tennant’s Exhibit A-23 (App. 00149). Senergy provided staff and trainers for those events. Senergy paid for accommodations, food, staffing, and event space.

5. I also understand that Dr. Tennant claims he licensed trademarks to me, based on the “Royalty Agreement” (Dr. Tennant’s Exhibit A-5). While dated on its face in 2003, I did not sign that Royalty Agreement in 2003.

6. No device marketed under the Tennant BioModulator mark existed in 2003. In that timeframe, I was involved with Senergy selling similar, Russian-made SCENAR devices and Avazzia’s Best Pro devices that were not marketed using the “Tennant” or “BioModulator” terms.

7. In July 2004, Senergy, Dr. Tennant, and Tim Smith (from Avazzia, Inc.) met to discuss making a device similar to the SCENAR devices. That meeting eventually led to a non-exclusive distributor agreement between Senergy and Avazzia, dated September 27, 2004. In May 2005, Senergy and Avazzia later amended their agreement to make Senergy the exclusive distributor of devices marketed under the Tennant BioModulator mark.

8. Avazzia has exclusively manufactured Tennant BioModulators. Numerous BioModulator models have been made by Avazzia and sold by Senergy:

<b>Tennant BioModulator Device</b>	<b>Date</b>
Tennant BioModulator (Gold Label) Stereo Port	01/2005
Tennant BioModulator (Blue Label) Stereo Port	08/03/2005
Tennant BioModulator PLUS SlimLine Stereo Port	02/2007 – 09/2012
Tennant BioModulator PRO Stereo Port	09/2012 – Early 2013
Tennant BioModulator PLUS Conversion from Stereo to 4P	Early 2013 – Present
Tennant BioModulator PRO Conversion from Stereo to 4P	Early 2013 – 01/2014
Tennant BioModulator PRO 2.0 Software Update	01/2014 – 01/2015
Tennant BioModulator PRO 2.1 Software Update	01/2015 – Present

9. Senergy has been the only seller of Tennant BioModulators in the United States.

10. Avazzia sent its first Tennant BioModulator invoice to Senergy in January 2005, which Senergy paid. Similarly, Avazzia sent the first Tennant BioModulator Pro invoice to Senergy in September 2012, which Senergy also paid.

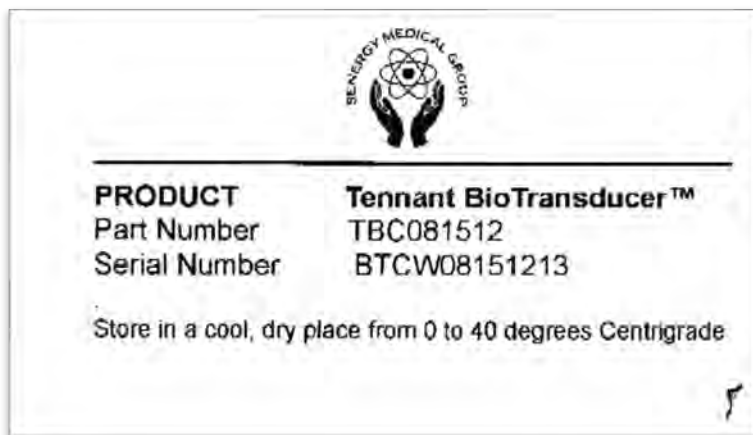
11. I have also reviewed the images of the device Dr. Tennant claims to be his prototype that Avazzia made for him in 2004. Ex. A-28 (App. 00162–63). But that device is not a prototype—it is a Tennant BioModulator from the same product line made by Avazzia and sold by Senergy in 2005.

12. Several different manufacturers have made different models of devices marketed under the Tennant BioTransducer mark. Those model names, including their manufacturer and approximate dates sold, are listed below:

<b>Tennant BioTransducer Device</b>	<b>Date</b>
BioTransducer – Crosby Made by Crosby Advanced Medical Systems, INC	11/2009 – 09/2011
BioTransducer Crosby Made by Avazzia	09/2011 – 10/2012
BioTransducer Crystal Wave – Violet Made by Avazzia	08/2012 – 01/2014
BioTransducer Crystal Wave – Ruby Made by Avazzia	08/2012 – 10/2020
BioTransducer Pro Made by PH Prescription/ Texas House Plants Lights	06/2018 – 09/2020
BioTransducer Pro2 Made by Tennant Systems/Texas House Plants Lights	08/2020 – 07/2024
BioTransducer Crystal Wave II Made by Avazzia	08/2023 – Present

13. Senergy placed the mark Tennant BioTransducer on packaging for the above-referenced devices at least as early as 2012, and has used the Tennant Bio-Transducer mark in connection with the above-referenced devices since then.

14. For example, the attached photograph shows a sticker comprising the Tennant BioTransducer mark that was paid for and designed by Senergy that was affixed to packaging for a BioTransducer device sold by Senergy and made by Avaz-zia.



15. Senergy has also been the only seller of devices marketed under the Tennant BioTransducer mark in the United States.

16. Attached as Exhibit 1 is a true and correct copy of the draft “Confidentiality, Unauthorized Disclosure, and Non-Disparagement Agreement” sent by Dr. Tennant to me in June 2024.

I declare under the penalty of perjury that the foregoing is true and correct and that the statements made upon information and belief are believed to me to be true.

Executed on 11/1/2024 | 3:01 PM PDT \_\_\_\_\_.

DocuSigned by:

Scott Tennant

5014922D1E6943B

Scott Tennant

# Exhibit 1-1



## **Confidentiality, Unauthorized Disclosure, and Non-Disparagement Agreement**

This Confidentiality, Unauthorized Disclosure, and Non-Disparagement Agreement (this "Agreement") is made effective as of June 21, 2024, by and between Jerald Tennant of 3009 Edgewood Lane, Colleyville, Texas, 76034 and Scott Tennant personally and as owner of Senergy Wellness Group / Medical Group ("Senergy"), and Senergy's employees, friends, and connected persons.

**Note: this Offer of Agreement is only valid for 48 hours after its receipt by Scott Tennant.**

Therefore, the parties agree as follows:

Jerald Tennant agrees to:

- Waive all remaining monetary amounts owed by Scott Tennant personally and Senergy Medical Group/Senergy Medical Group/Senergy Wellness Group Wellness Group from Royalty Agreement contract and all amendments
- Not to pursue legal action for fraud or breach of contract in conjunction with owed Royalties and other monies
- Communicate jointly-agreed upon messaging externally to protect reputations; for instance, Jerald Tennant agrees to communicate externally that Scott Tennant has sold Senergy Medical Group/Senergy Wellness Group back to Jerald Tennant, and that Scott has decided to pursue his other interests. The exact 'messaging' can be agreed upon. Note: Jerald Tennant has no desire to buy Senergy Medical Group/Senergy Wellness Group; this is for external messaging only.

Scott Tennant agrees to:

- Transmit a full and unedited copy of Senergy Medical Group/Senergy Wellness Group's customer database. This export should be in CSV format, and this will be considered complete when said copy has been successfully imported by Jerald Tennant
- Provide a filtered list of all affiliates & educators
- Provide dates & contacts for upcoming Tony Robbins events, and facilitate transition of these support activities
- Provide all previous Marketing materials, including course videos; all training materials including user guides; all customer support material including access to the Senergy Medical Group/Senergy Wellness Group customer training portal; and copies of all email automations all customer support material including trainings user guides and access to customer training portal

These items will be provided, in full, within 14 days of signing this contract, or this agreement is invalidated.

Additionally, Scott Tennant agrees to:

- Adhere to both the letter and spirit of the Confidentiality, Unauthorized Disclosure, and Non-Disparagement Prohibitions and Breach terms below
- Not to pursue legal action of any kind against any Tennant family member, including but not limited to Jerald Tennant, Jared Tennant, John Tennant, Teresa Jessen Tennant, or Tasha Tennant. He further agrees that he will not pursue legal action of any kind against any organization where any Tennant extended family member owns a controlling share, including the Tennant Institute for Integrative Medicine, Tennant Products, Tennant Energy Systems, Texas Plants Lights, and/or the Tennant Integrative Systems Foundation.
- Additionally, if Scott Tennant closes Senergy Medical Group/Senergy Wellness Group in the next 12 months, he agrees to provide admin access to all of the Senergy Medical Group/Senergy Wellness Group social media accounts to Jerald Tennant or his representatives.

**CONFIDENTIALITY and UNAUTHORIZED DISCLOSURE.** It is recognized that Scott Tennant has and has had information regarding the following as it pertains to the Tennant Family, their businesses, including the hardware businesses from which Scott Tennant has played a material part:

- inventions
- products
- product design
- technical matters
- trade secrets
- prices
- costs
- discounts
- business affairs
- future plans

and other vital information items (collectively, "Information") which are valuable, special and unique assets of the extended Tennant family.



In addition to the Confidentiality terms in our previous contracts and amendments, Scott Tennant agrees that neither he nor anyone associated with him, including but not limited to Senergy Medical Group/Senergy Wellness Group employees and contractors, that he will not at any time or in any manner, either directly or indirectly, divulge, disclose, or communicate any Information of the type and tenor of the items above to any third party. Scott and his employees, contractors and associates are expected to protect the Information and treat it as strictly confidential.

**NON-DISPARAGEMENT.** Additionally, Scott Tennant directly agrees not to make any statements, written or verbal, or cause or encourage others to make any statements, written or verbal, that defame, disparage or in any way criticize the personal or business reputation, practices, or conduct of Dr. Tennant or his other extended family members, their employees, directors, and officers. This prohibition extends to statements, written or verbal, made to anyone, including but not limited to, the news media, investors, potential investors, any board of directors or advisory board or directors, industry analysts, competitors, strategic partners, vendors, current and past customers, employees, Tony Robbins members, and clients.

**IN THE EVENT OF BREACH:** In the event of a single breach of the confidentiality, unauthorized disclosure of information, and non-disparagement provisions of this Agreement,

- A full forensic accounting of Senergy Medical Group/Senergy Wellness Group sales since 2016 will be ordered, which is permitted under the contract between Jerry Tennant and Scott Tennant / Senergy Medical Group/Senergy Wellness Group;
- Scott Tennant (acting as CEO of Senergy Medical Group/Senergy Wellness Group), Jerry Gutierrez (acting as COO of Senergy Medical Group/Senergy Wellness Group), & Linda Taylor (acting as CFO of Senergy Medical Group/Senergy Wellness Group) individually and severally will be sued for the amounts owed, which would include the amounts of underpayment and miscalculation, plus penalty and interest owed Jerry Tennant (estimated to be around \$5M dollars, between 2016 and today), not including punitive damages;
- Incremental criminal and civil legal action will be immediately brought on Senergy Medical Group/Senergy Wellness Group, Scott Tennant, Jerry Gutierrez, and Linda Taylor, individually and severally, for the following causes of action: fraud, intentional interference with business and contractual relations, breach of contract, unjust enrichment, and promissory estoppel.
- In addition, persons key to Dr. Tennant's ongoing business success, such as Tony Robbins, Sean Callagy, Joseph McClendon, etc. **will be notified of the fraud**, in order to mitigate the tortious interference caused by said breach. It is Dr. Tennant's current plan to notify these key persons of the end of the business relationship with Senergy Medical Group/Senergy Wellness Group; but only in the event of a breach would the details of the perpetuated fraud be shared.

- Finally, given that Scott Tennant has executed the agreements personally in addition to his role as Senergy Medical Group/Senergy Wellness Group owner, a UCC-1 will be filed against both Senergy Medical Group/Senergy Wellness Group and Scott Tennant personally, as well as against Scott Tennant's personal home. These security interests are not dischargeable in bankruptcy.

**CONFIDENTIALITY AFTER TERMINATION OF LICENSE AGREEMENT.** The confidentiality, unauthorized disclosure of information, and on-disparagement provisions of this Agreement shall remain in full force and effect for a 5-year period after the termination of Scott Tennant and Senergy Wellness Group / Medical Group's distribution and royalty license.

By: \_\_\_\_\_

Date: \_\_\_\_\_



Jerry Tennant as Grantor; 3009 Edgewood Lane; Colleyville, Texas 76034

**June 21, 2024**

Scott Tennant for himself personally and for Senergy, Senergy Wellness Group, etc. ("Senergy")

9901 Valley Ranch Pkwy E #1009; Irving, Texas 75063

**Re: Termination of Royalty Agreement and all Amendments**

Dear Scott Tennant, for himself personally and for Senergy Medical Group and/or Senergy Wellness Group:

This is to notify you that I have elected to terminate the "Royalty Agreement" contracts and all amendments with you. This includes but is not limited to the original agreement dated June 15, 2003, and subsequent agreements and offers dated October 1, 2012, March 15, 2016, and April 22, 2016. This license and distribution termination applies to Scott Tennant personally as well as for Senergy Medical Group and/or Senergy Wellness Group and any employee, contractor, or any reseller (like Biohealth Energy Systems Ltd) or affiliate (like Lisa Williams). Termination is effective immediately, as of June 21, 2024. Note that our contract and amendments allow for termination for any reason or no reason.

Grantor notes Scott Tennant / Senergy Medical Group and/or Senergy Wellness Group's failure to meet their contractual obligations.

**Audit:** In accordance with the terms of our agreement, you were required to provide detailed statements of sales monthly, which you have not done per the contract terms. You were also required to provide accurate record keeping so that the royalties due were accurate and transparent. A recent, comprehensive audit done by Jerry Tennant, utilizing several sources, has determined that Scott Tennant, Jerry Gutierrez, and Linda Taylor have committed fraud, intentional interference with business and contractual relations, breach of contract, unjust enrichment, and promissory estoppel.

This audit has come to the conclusion, for instance, that fraud has been committed at least since 2021. In that calendar year, the number of reported device sales for BM4p, BMTP, BTCW, and BT Pro devices were ALL underreported. For instance, recovered data shows that Senergy Medical Group and/or Senergy Wellness Group sold approximately 1300 devices but only reported 880 sales. In addition, regarding the BT Pro SKU data, year after year, it is clear from the manufacturing source that Senergy Medical Group and/or Senergy Wellness Group has underrepresented their sales, which lowers the amount of claimed royalties due.

Further, the audit likewise concluded that the royalty amounts were calculated using a proposed algorithm by Scott Tennant, never agreed to or signed by the Grantor. Grantor did not fully comprehend that Senergy Medical Group and/or Senergy Wellness Group was using this formula



until Q1'24, after Jerald Tennant repeatedly asked Senergy Medical Group and/or Senergy Wellness Group and Scott Tennant for sales numbers by SKU, including royalty calculations. It is Grantor's prerogative to set the licensing rates and fees, but Scott Tennant + Senergy Medical Group and/or Senergy Wellness Group took it upon themselves to pay using a non-approved algorithm, while hiding the fact that they were using that methodology. That said, even using the formulas proposed by Scott Tennant, the audit concluded that the amounts owed (on the underreported volume) were incorrectly calculated – and when Senergy Medical Group and/or Senergy Wellness Group was asked to re-audit the (2021-current numbers) in 1H'24, the errors were not corrected. For illustration, Senergy Medical Group and/or Senergy Wellness Group's final 're-audit' in early June 2024 claimed to have paid Grantor \$414,350 in 2021, when in fact the IRS Form 1099 shows an actual payment of \$350,900.

Finally, both versions of the 2016 contractual amendments required Senergy Medical Group and/or Senergy Wellness Group to adjust royalties paid against the MSRP—which never happened. Here are the known price changes on the relevant SKUs:

Adjustments Agreed to:	Starting Retail:	Price Change:		Price Change:		Price Change:	
		Nov-18	% Change	Jun-23	% Change	Mar-24	% Change
BM4p (Biomodulator)	\$2,250	\$2,750	22.2%	\$3,250	44.4%	\$2,999	33.3%
BMTp (Biomodulator Pro)	\$5,000	\$5,000	0.0%	\$6,000	20.0%	\$7,650	53.0%
BT CW (CrystalWave)	\$3,000	\$3,000	0.0%	\$3,850	28.3%	\$3,500	16.7%
BT Pro (Transducer Pro)	--	\$4,000		\$4,850	21.3%	\$5,500	37.5%

Grantor provided Scott Tennant and Senergy Medical Group and/or Senergy Wellness Group every opportunity to remedy their accounting and fraud, but instead Scott Tennant and Senergy Medical Group and/or Senergy Wellness Group have conspired to continue their ruse.

Just for the 3 calendar years 2021-2023, Senergy Medical Group and/or Senergy Wellness Group and Scott Tennant personally owe Grantor an estimated \$2,434,672, and that is without calculating the royalties owed for non Biomodulators and Transducers products sold. The amount owed to Grantor since 2016 through May 2024 appears to be well north of \$5M.

**Cease Purchase and Name Use:** With this immediate notice of termination, you can no longer purchase or manufacture any device or product included within the scope of the contract and amendments; identify yourself as an authorized representative of Grantor verbally, on your website, in collateral, or otherwise; and any I.P. or branding license heretofore granted is likewise terminated.

Finally, you may no longer use, in any shape or form, Grantor's name, image and/or likeness.

**30-day Notice of Sales Termination:** In accordance with the terms and provisions of the contract, you have 30 days notice at which time you may no longer sell any device or product included within the scope of the contract and amendments.

You may contact me at the above address if you have any questions. My e-mail address is jltennant@mac.com.

Sincerely,

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Jerry Tennant as Grantor

# EXHIBIT 2

United States District Court  
Northern District of Texas  
Dallas Division

MARTEN GROUP, INC. D/B/A  
SENERGY MEDICAL GROUP AND  
SCOTT TENNANT,

*Plaintiffs*

Case No. 3:24-cv-01852-E

v.

JERALD TENNANT, MD, JOHN  
TENNANT, TERESA JESSEN  
TENNANT, JARED TENNANT,  
TENNANT DEVICES AND  
ACCESSORIES, LLC, AND  
CURADOR, LLC,

*Defendants*

**Declaration of Casey Griffith**

Pursuant to 28 U.S.C. § 1746, I declare under penalty of perjury as follows:

1. My name is Casey Griffith. I am over the age of 21 years old and am fully competent to make this Declaration. All statements of fact made herein are true, correct, and within my personal knowledge.
2. Attached as **Exhibit A** is a true and correct copy of the file history stored at the USPTO for the trademark with U.S. Serial Number 78655612.
3. Attached as **Exhibit B** is a true and correct copy of the file history stored at the USPTO for the trademark with U.S. Serial Number 85731087.
4. Attached as **Exhibit C** is a true and correct copy of the Articles of Incorporation for Avazzia, Inc. filed with the Texas Secretary of State May 18, 2004.

5. Attached as **Exhibit D** are true and correct copies of excerpts from the transcripts of the depositions of Jerald Tennant, M.D. taken October 16 and October 17, 2024 (vols. 1 and 2).

6. Attached as **Exhibit E** is a true and correct copy of Plaintiffs' Original Petition in Cause No. DC-24-10471.

7. Attached as **Exhibit F** are true and correct copies of excerpts from the transcripts of the depositions of Jerald Tennant, M.D. taken October 16 and October 17, 2024 (vols. 1 and 2).

I declare under the penalty of perjury that the foregoing is true and correct and that the statements made upon information and belief are believed to me to be true.

Dated: November 1, 2024

/s/ Casey Griffith

Casey Griffith



# Exhibit 2-A

**Generated on:** This page was generated by TSDR on 2024-09-05 17:35:43 EDT

**Mark:** TENNANT BIOMODULATOR



**US Serial Number:** 78655612

**Application Filing Date:** Jun. 21, 2005

**US Registration Number:** 3157112

**Registration Date:** Oct. 17, 2006

**Register:** Principal

**Mark Type:** Trademark

**TM5 Common Status Descriptor:**



LIVE/REGISTRATION/Issued and Active

The trademark application has been registered with the Office.

**Status:** The registration has been renewed.

**Status Date:** Dec. 07, 2016

**Publication Date:** Jul. 25, 2006

## Mark Information

**Mark Literal Elements:** TENNANT BIOMODULATOR

**Standard Character Claim:** No

**Mark Drawing Type:** 3 - AN ILLUSTRATION DRAWING WHICH INCLUDES WORD(S)/ LETTER(S) /NUMBER(S)

**Description of Mark:** The mark consists of the words "Tennant Biomodulator" in stylized lettering, with the letter "T" on a pedestal and surrounded by an oval.

**Color(s) Claimed:** Color is not claimed as a feature of the mark.

**Disclaimer:** "BIOMODULATOR"

**Design Search Code(s):** 26.03.03 - Incomplete ovals; Ovals, incomplete

26.03.17 - Concentric ovals; Concentric ovals and ovals within ovals; Ovals within ovals; Ovals, concentric

26.03.21 - Ovals that are completely or partially shaded

26.17.13 - Letters or words underlined and/or overlined by one or more strokes or lines; Overlined words or letters; Underlined words or letters

## Related Properties Information

**Claimed Ownership of US Registrations:** 1266232

## Goods and Services

### Note:

The following symbols indicate that the registrant/owner has amended the goods/services:

- Brackets [...] indicate deleted goods/services;
- Double parenthesis ((...)) identify any goods/services not claimed in a Section 15 affidavit of incontestability; and
- Asterisks \*...\* identify additional (new) wording in the goods/services.

**For:** Medical apparatus and instruments for use in electromagnetic resonance therapy, namely, cybernetic biofeedback devices, interactive neuromuscular simulators, and diagnostic testing equipment

**International Class(es):** 010 - Primary Class

**U.S Class(es):** 026, 039, 044

**Class Status:** ACTIVE

**Basis:** 1(a)

**First Use:** Jan. 24, 2005

**Use in Commerce:** Jan. 24, 2005

## Basis Information (Case Level)

<b>Filed Use:</b> Yes <b>Filed ITU:</b> No <b>Filed 44D:</b> No <b>Filed 44E:</b> No <b>Filed 66A:</b> No <b>Filed No Basis:</b> No	<b>Currently Use:</b> Yes <b>Currently ITU:</b> No <b>Currently 44D:</b> No <b>Currently 44E:</b> No <b>Currently 66A:</b> No <b>Currently No Basis:</b> No
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## Current Owner(s) Information

**Owner Name:** TENNANT DEVICES AND ACCESSORIES, LLC

**Owner Address:** 9901 VALLEY RANCH PARKWAY E #2000  
IRVING, TEXAS UNITED STATES 75063

**Legal Entity Type:** LIMITED LIABILITY COMPANY      **State or Country Where Organized:** TEXAS

## Attorney/Correspondence Information

### Attorney of Record - None Correspondent

**Correspondent Name/Address:** Jonathan W. Richards  
Workman Nydegger  
60 E. South Temple #1000  
Salt Lake City, UTAH UNITED STATES 84111

**Phone:** 8015339800      **Fax:** 8013281707

**Correspondent e-mail:** [docketing@wnlaw.com](mailto:docketing@wnlaw.com) [jrichards@wnlaw.com](mailto:jrichards@wnlaw.com)      **Correspondent e-mail Authorized:** Yes

### Domestic Representative - Not Found

## Prosecution History

Date	Description	Proceeding Number
May 23, 2024	AUTOMATIC UPDATE OF ASSIGNMENT OF OWNERSHIP	
Dec. 07, 2016	NOTICE OF ACCEPTANCE OF SEC. 8 & 9 - E-MAILED	
Dec. 07, 2016	REGISTERED AND RENEWED (FIRST RENEWAL - 10 YRS)	
Dec. 07, 2016	REGISTERED - SEC. 8 (10-YR) ACCEPTED/SEC. 9 GRANTED	
Dec. 07, 2016	CASE ASSIGNED TO POST REGISTRATION PARALEGAL	
Sep. 28, 2016	TEAS SECTION 8 & 9 RECEIVED	
Sep. 28, 2016	TEAS CHANGE OF CORRESPONDENCE RECEIVED	
Oct. 17, 2015	COURTESY REMINDER - SEC. 8 (10-YR)/SEC. 9 E-MAILED	
Sep. 25, 2012	NOTICE OF ACCEPTANCE OF SEC. 8 - E-MAILED	
Sep. 25, 2012	REGISTERED - SEC. 8 (6-YR) ACCEPTED	
Sep. 25, 2012	CASE ASSIGNED TO POST REGISTRATION PARALEGAL	
Sep. 17, 2012	TEAS SECTION 8 RECEIVED	
Sep. 11, 2010	TEAS CHANGE OF CORRESPONDENCE RECEIVED	
Oct. 17, 2006	REGISTERED-PRINCIPAL REGISTER	
Jul. 25, 2006	PUBLISHED FOR OPPOSITION	
Jul. 05, 2006	NOTICE OF PUBLICATION	
Jun. 02, 2006	LAW OFFICE PUBLICATION REVIEW COMPLETED	
May 26, 2006	ASSIGNED TO LIE	
May 22, 2006	EXAMINERS AMENDMENT MAILED	
May 19, 2006	APPROVED FOR PUB - PRINCIPAL REGISTER	
May 19, 2006	EXAMINER'S AMENDMENT ENTERED	
May 19, 2006	EXAMINERS AMENDMENT -WRITTEN	
May 19, 2006	PREVIOUS ALLOWANCE COUNT WITHDRAWN	

May 19, 2006 ASSIGNED TO EXAMINER  
 May 19, 2006 APPROVED FOR PUB - PRINCIPAL REGISTER  
 May 19, 2006 EXAMINER'S AMENDMENT ENTERED  
 May 19, 2006 EXAMINERS AMENDMENT -WRITTEN  
 May 17, 2006 AMENDMENT FROM APPLICANT ENTERED  
 May 01, 2006 CORRESPONDENCE RECEIVED IN LAW OFFICE  
 May 02, 2006 FAX RECEIVED  
 Mar. 29, 2006 AUTOMATIC UPDATE OF ASSIGNMENT OF OWNERSHIP  
 Jan. 13, 2006 NON-FINAL ACTION E-MAILED  
 Jan. 13, 2006 NON-FINAL ACTION WRITTEN  
 Jan. 11, 2006 ASSIGNED TO EXAMINER  
 Jun. 30, 2005 NEW APPLICATION ENTERED

## TM Staff and Location Information

### TM Staff Information - None

#### File Location

Current Location: GENERIC WEB UPDATE

Date in Location: Dec. 07, 2016

## Assignment Abstract Of Title Information

### Summary

Total Assignments: 2

Registrant: TENNANT FAMILY, LTD.

### Assignment 1 of 2

Conveyance: ASSIGNS THE ENTIRE INTEREST

Reel/Frame: [3277/0193](#)

Pages: 2

Date Recorded: Mar. 27, 2006

Supporting Documents: [assignment-tm-3277-0193.pdf](#)

### Assignor

Name: [JERALD L TENNANT](#)

Execution Date: Mar. 15, 2006

Legal Entity Type: INDIVIDUAL

Citizenship: UNITED STATES

### Assignee

Name: [TENNANT FAMILY, LTD.](#)

Legal Entity Type: CORPORATION

State or Country TEXAS  
Where Organized:

Address: 3009 EDGEWOOD LANE  
COLLEYVILLE, TEXAS 76034

### Correspondent

Correspondent Name: CHRISTOPHER J. DAY

Correspondent Address: 301 E BETHANY HOME ROAD, SUITE A-213  
PHOENIX, AZ 85012

### Domestic Representative - Not Found

### Assignment 2 of 2

Conveyance: ASSIGNS THE ENTIRE INTEREST

Reel/Frame: [8432/0121](#)

Pages: 5

Date Recorded: May 16, 2024

Supporting Documents: [assignment-tm-8432-0121.pdf](#)

### Assignor

Name: [TENNANT FAMILY, LTD.](#)

Execution Date: Apr. 26, 2024

Legal Entity Type: LIMITED PARTNERSHIP

State or Country TEXAS  
Where Organized:

**Assignee**

**Name:** [TENNANT DEVICES AND ACCESSORIES, LLC](#)

**Legal Entity Type:** LIMITED LIABILITY COMPANY

**State or Country** TEXAS  
**Where Organized:**

**Address:** 9901 VALLEY RANCH PARKWAY E #2000  
IRVING, TEXAS 75063

**Correspondent**

**Correspondent** MICHELLE STRINGHAM  
**Name:**

**Correspondent** 60 E. SOUTH TEMPLE, SUITE 1000  
**Address:** SALT LAKE CITY, UT 84111

**Domestic Representative - Not Found**

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**From:** TMOOfficialNotices@USPTO.GOV  
**Sent:** Wednesday, December 7, 2016 11:02 PM  
**To:** XXXX  
**Cc:** XXXX  
**Subject:** Official USPTO Notice of Acceptance and Renewal Sections 8 and 9: U.S. Trademark RN 3157112: TENNANT BIOMODULATOR (Stylized/Design)

---

**Serial Number:** 78655612  
**Registration Number:** 3157112  
**Registration Date:** Oct 17, 2006  
**Mark:** TENNANT BIOMODULATOR (Stylized/Design)  
**Owner:** TENNANT FAMILY, LTD.

Dec 7, 2016

### **NOTICE OF ACCEPTANCE UNDER SECTION 8**

The declaration of use or excusable nonuse filed for the above-identified registration meets the requirements of Section 8 of the Trademark Act, 15 U.S.C. §1058. **The Section 8 declaration is accepted.**

### **NOTICE OF REGISTRATION RENEWAL UNDER SECTION 9**

The renewal application filed for the above-identified registration meets the requirements of Section 9 of the Trademark Act, 15 U.S.C. §1059. **The registration is renewed.**

**The registration will remain in force for the class(es) listed below for the remainder of the ten-year period, calculated from the registration date, unless canceled by an order of the Commissioner for Trademarks or a Federal Court.**

**Class(es):**  
010

TRADEMARK SPECIALIST  
POST-REGISTRATION DIVISION  
571-272-9500

---

### **REQUIREMENTS FOR MAINTAINING REGISTRATION IN SUCCESSIVE TEN-YEAR PERIODS**

**WARNING: Your registration will be canceled if you do not file the documents below during the specified time periods.**

**What and When to File:** You must file a declaration of use (or excusable nonuse) **and** an application for renewal between every 9th and 10th-year period, calculated from the registration date. See 15 U.S.C. §§1058, 1059.

#### **Grace Period Filings**

The above documents will be considered as timely if filed within six months after the deadlines listed above with the payment of an additional fee.

**\*\*\*The USPTO WILL NOT SEND ANY FURTHER NOTICE OR REMINDER OF THESE REQUIREMENTS. THE REGISTRANT SHOULD CONTACT THE USPTO ONE YEAR BEFORE THE EXPIRATION OF THE TIME PERIODS SHOWN ABOVE TO DETERMINE APPROPRIATE REQUIREMENTS AND FEES.\*\*\***

To view this notice and other documents for this application on-line, go to <http://tdr.uspto.gov/search.action?sn=78655612>. NOTE: This notice will only be available on-line the next business day after receipt of this e-mail.

Under the Paperwork Reduction Act of 1995 no persons are required to respond to a collection of information unless it displays a valid OMB control number.

PTO Form 1963 (Rev 05/2006)

OMB No. 0651-0055 (Exp 07/31/2018)

## Combined Declaration of Use and/or Excusable Nonuse/Application for Renewal of Registration of a Mark under Sections 8 & 9

The table below presents the data as entered.

Input Field	Entered
<b>REGISTRATION NUMBER</b>	3157112
<b>REGISTRATION DATE</b>	10/17/2006
<b>SERIAL NUMBER</b>	78655612
<b>MARK SECTION</b>	
<b>MARK</b>	TENNANT BIOMODULATOR (stylized and/or with design)
<b>CORRESPONDENCE SECTION (current)</b>	
<b>NAME</b>	Christopher J. Day
<b>FIRM NAME</b>	Law Office of Christopher Day
<b>STREET</b>	9977 North 90th Street, Suite 155
<b>CITY</b>	Scottsdale
<b>STATE</b>	Arizona
<b>POSTAL CODE</b>	85258
<b>COUNTRY</b>	United States
<b>PHONE</b>	602-258-4440
<b>FAX</b>	602-258-4441
<b>EMAIL</b>	chris@daylawfirm.com
<b>AUTHORIZED TO COMMUNICATE VIA E-MAIL</b>	Yes
<b>CORRESPONDENCE SECTION (proposed)</b>	
<b>NAME</b>	Jonathan W. Richards
<b>FIRM NAME</b>	Workman Nydegger
<b>STREET</b>	60 E. South Temple #1000
<b>CITY</b>	Salt Lake City
<b>STATE</b>	Utah
<b>POSTAL CODE</b>	84111
<b>COUNTRY</b>	United States
<b>PHONE</b>	8015339800
<b>FAX</b>	8013281707
<b>EMAIL</b>	docketing@wnlaw.com;jrichards@wnlaw.com
<b>AUTHORIZED TO COMMUNICATE VIA E-MAIL</b>	Yes
<b>GOODS AND/OR SERVICES SECTION</b>	

INTERNATIONAL CLASS	010
GOODS OR SERVICES	Medical apparatus and instruments for use in electromagnetic resonance therapy, namely, cybernetic biofeedback devices, interactive neuromuscular simulators, and diagnostic testing equipment
SPECIMEN FILE NAME(S)	<a href="#">\\TICRS\EXPORT17\IMAGEOUT 17\786\556\78655612\xml2\S890002.JPG</a>
SPECIMEN DESCRIPTION	photo of front panel of product
<b>OWNER SECTION (current)</b>	
NAME	TENNANT FAMILY, LTD.
STREET	3009 EDGEWOOD LANE
CITY	COLLEYVILLE
STATE	Texas
ZIP/POSTAL CODE	76034
COUNTRY	United States
<b>LEGAL ENTITY SECTION (current)</b>	
TYPE	corporation
STATE/COUNTRY OF INCORPORATION	Texas
<b>PAYMENT SECTION</b>	
NUMBER OF CLASSES	1
NUMBER OF CLASSES PAID	1
SUBTOTAL AMOUNT	400
TOTAL FEE PAID	400
<b>SIGNATURE SECTION</b>	
SIGNATURE	/jonathanwrichards_29843/
SIGNATORY'S NAME	Jonathan W. Richards
SIGNATORY'S POSITION	Attorney for Applicant, Utah Bar Member
DATE SIGNED	09/28/2016
SIGNATORY'S PHONE NUMBER	8013218847
PAYMENT METHOD	CC
<b>FILING INFORMATION</b>	
SUBMIT DATE	Wed Sep 28 14:14:18 EDT 2016
TEAS STAMP	USPTO/S08N09-XXX.XXX.XX.X XX-20160928141418344302-3 157112-550b7bffec4f8bc03c aad7c86a7edc7910d8d665e53 8f3713952a234879b4de124-C C-495-2016092814100992310 0



Under the Paperwork Reduction Act of 1995 no persons are required to respond to a collection of information unless it displays a valid OMB control number.

PTO Form 1963 (Rev 05/2006)

OMB No. 0651-0055 (Exp 07/31/2018)

## **Combined Declaration of Use and/or Excusable Nonuse/Application for Renewal of Registration of a Mark under Sections 8 & 9**

**To the Commissioner for Trademarks:**

**REGISTRATION NUMBER:** 3157112

**REGISTRATION DATE:** 10/17/2006

**MARK:** (Stylized and/or with Design, TENNANT BIOMODULATOR (see, [mark](#))

The owner, TENNANT FAMILY, LTD., a corporation of Texas, having an address of  
3009 EDGEWOOD LANE  
COLLEYVILLE, Texas 76034  
United States

is filing a Combined Declaration of Use and/or Excusable Nonuse/Application for Renewal of Registration of a Mark under Sections 8 & 9.

For International Class 010, the mark is in use in commerce on or in connection with **all** goods/services, or to indicate membership in the collective membership organization, listed in the existing registration for this specific class: Medical apparatus and instruments for use in electromagnetic resonance therapy, namely, cybernetic biofeedback devices, interactive neuromuscular simulators, and diagnostic testing equipment ; or, the owner is making the listed excusable nonuse claim.

The owner is submitting one(or more) specimen(s) showing the mark as used in commerce on or in connection with any item in this class, consisting of a(n) photo of front panel of product.

[Specimen File1](#)

The registrant's current Correspondence Information: Christopher J. Day of Law Office of Christopher Day  
9977 North 90th Street, Suite 155  
Scottsdale, Arizona 85258  
United States

The registrant's proposed Correspondence Information: Jonathan W. Richards of Workman Nydegger  
60 E. South Temple #1000  
Salt Lake City, Utah 84111  
United States

The phone number is 8015339800.

The fax number is 8013281707.

The email address is docketing@wnlaw.com;jrichards@wnlaw.com.

A fee payment in the amount of \$400 will be submitted with the form, representing payment for 1 class(es), plus any additional grace period fee, if necessary.

### **Declaration**

#### **Section 8: Declaration of Use and/or Excusable Nonuse in Commerce**

*Unless the owner has specifically claimed excusable nonuse, the mark is in use in commerce on or in connection with the goods/services, or to indicate membership in the collective membership organization identified above, as evidenced by the attached specimen(s) showing the mark as used in commerce.*

The signatory being warned that willful false statements and the like are punishable by fine or imprisonment, or both, under 18 U.S.C. § 1001,

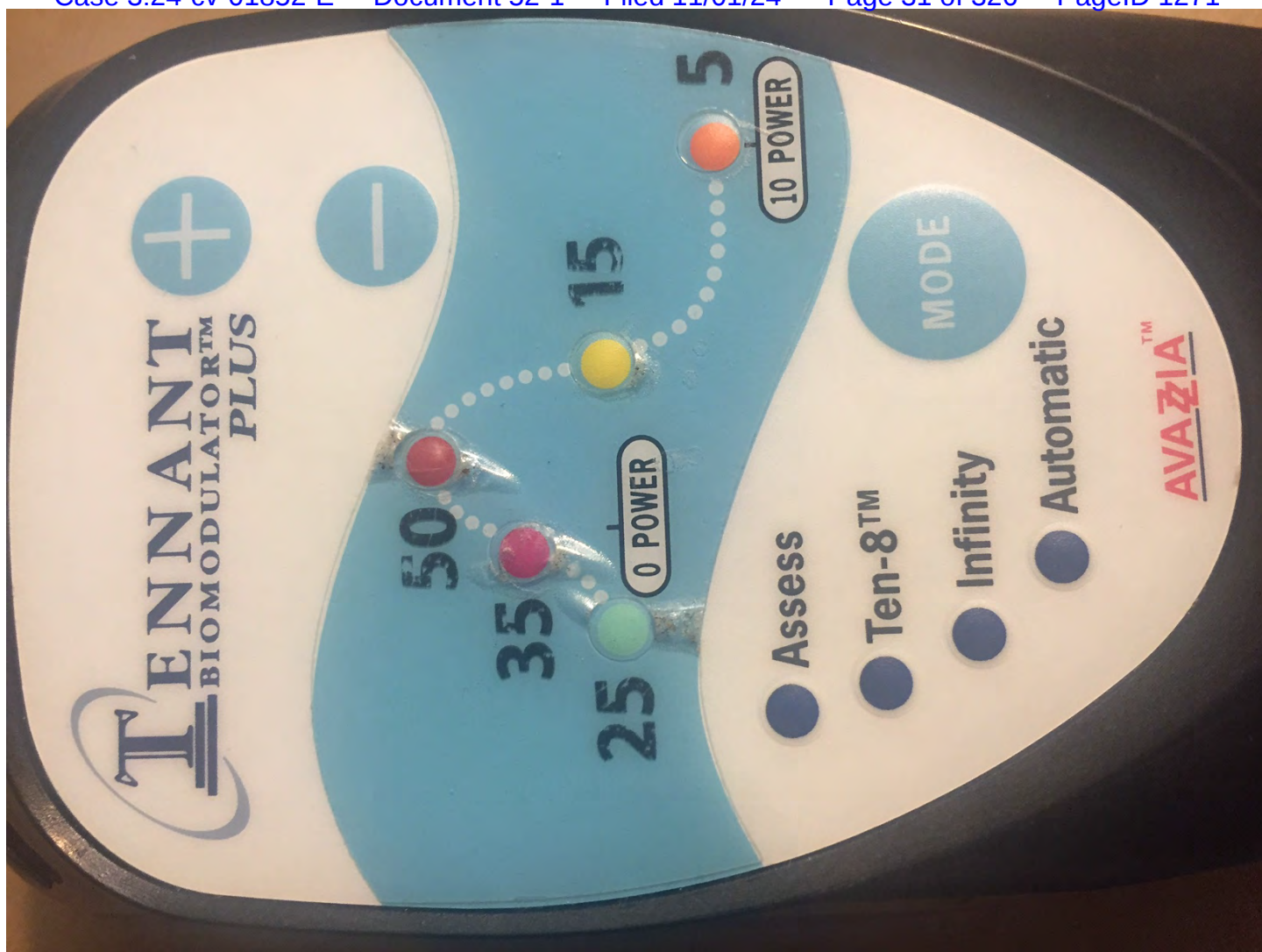
and that such willful false statements and the like may jeopardize the validity of this submission, declares that all statements made of his/her own knowledge are true and all statements made on information and belief are believed to be true.

**Section 9: Application for Renewal**

*The registrant requests that the registration be renewed for the goods/services/collective organization identified above.*

Signature: /jonathanwrchards\_29843/ Date: 09/28/2016  
Signatory's Name: Jonathan W. Richards  
Signatory's Position: Attorney for Applicant, Utah Bar Member  
Signatory's Phone Number: 8013218847

Serial Number: 78655612  
Internet Transmission Date: Wed Sep 28 14:14:18 EDT 2016  
TEAS Stamp: USPTO/S08N09-XXX.XXX.XX.XXX-201609281414  
18344302-3157112-550b7bffec4f8bc03caad7c  
86a7edc7910d8d665e538f3713952a234879b4de  
124-CC-495-20160928141009923100



**ROUTING SHEET TO POST REGISTRATION (PRU)**

**Registration Number:** 3157112



**Serial Number:** 78655612



**RAM Sale Number:** 3157112

**RAM Accounting Date:** 20160929

**Total Fees:** \$400

Note: Process in accordance with Post Registration Standard Operating Procedure (SOP)

<u>Transaction</u>	<u>Fee Code</u>	<u>Transaction Date</u>	<u>Fee per Class</u>	<u>Number of Classes</u>	<u>Number of Classes Paid</u>	<u>Total Fee</u>
\$8 affidavit	7205	20160928	\$100	1	1	\$100
Application for Renewal (\$9)	7201	20160928	\$300	1	1	\$300

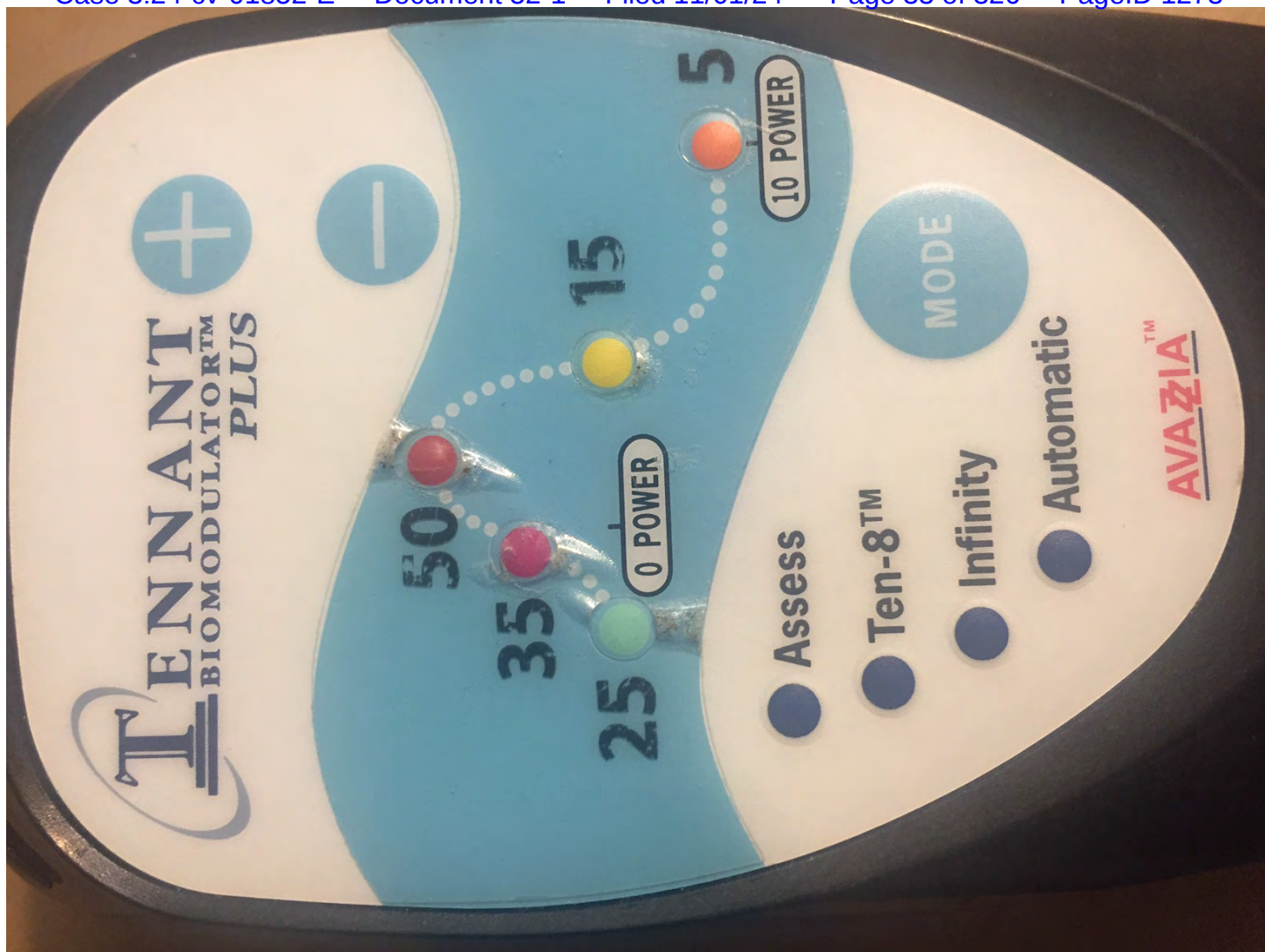
Physical Location: 900 - FILE REPOSITORY (FRANCONIA)

Lost Case Flag: False

In TICRS (AM-FLG-IN-TICRS): True

**Transaction Date:** 20160928





## Change Of Correspondence Address

The table below presents the data as entered.

Input Field	Entered
<b>SERIAL NUMBER</b>	78655612
<b>MARK SECTION</b>	
<b>MARK</b>	TENNANT BIOMODULATOR (stylized and/or with design, see <a href="http://tmng-al.uspto.gov/resting2/api/img/78655612/large">http://tmng-al.uspto.gov/resting2/api/img/78655612/large</a> )
<b>NEW CORRESPONDENCE ADDRESS</b>	
<b>NEW ADDRESS</b>	Jonathan W. Richards  Workman Nydegger 60 E. South Temple #1000 Salt Lake City Utah United States 84111 8015339800 8013281707 docketing@wnlaw.com; jrichards@wnlaw.com
<b>AUTHORIZED TO COMMUNICATE VIA E-MAIL</b>	YES
<b>INDIVIDUAL ATTORNEY DOCKET/REFERENCE NUMBER</b>	
<b>SIGNATURE SECTION</b>	
<b>SIGNATURE</b>	/jonathanwrichards_29843/
<b>SIGNATORY NAME</b>	Jonathan W. Richards
<b>SIGNATORY DATE</b>	09/28/2016
<b>SIGNATORY POSITION</b>	Attorney for Applicant, Utah Bar Member
<b>SIGNATORY PHONE NUMBER</b>	8013218847
<b>FILING INFORMATION SECTION</b>	
<b>SUBMIT DATE</b>	Wed Sep 28 14:14:18 EDT 2016
<b>TEAS STAMP</b>	USPTO/S08N09-XXX.XXX.XX.X XX-20160928141418344302-3 157112-550b7bffec4f8bc03c aad7c86a7edc7910d8d665e53 8f3713952a234879b4de124-C C-495-2016092814100992310 0



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**From:** TMOOfficialNotices@USPTO.GOV  
**Sent:** Saturday, October 17, 2015 01:12 AM  
**To:** XXXX  
**Subject:** Official USPTO Courtesy Reminder of Required Trademark Registration Maintenance Filings Under Section 8 and 9: U.S. Trademark RN 3157112: TENNANT BIOMODULATOR (Stylized/Design)

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**U.S. Serial Number:** 78655612  
**U.S. Registration Number:** 3157112  
**U.S. Registration Date:** Oct 17, 2006  
**Mark:** TENNANT BIOMODULATOR (Stylized/Design)  
**Owner:** TENNANT FAMILY, LTD.

Oct 17, 2015

**U.S. PATENT AND TRADEMARK OFFICE ("USPTO") COURTESY REMINDER  
OF REQUIRED TRADEMARK REGISTRATION MAINTENANCE FILINGS UNDER SECTIONS 8 AND 9**

**WARNING: Your trademark registration will be CANCELLED and will EXPIRE if you do not file the required documents below during the specified statutory time periods.**

The above-identified registration registered on Oct 17, 2006. Therefore, the owner of the registration must file a Declaration of Use and/or Excusable Nonuse and an Application for Renewal under §§8 and 9 of the Trademark Act anytime between now and Oct 17, 2016. For an additional fee, the owner may file the documents within the six-month grace period that ends on Apr 17, 2017. See 15 U.S.C. §§1058, 1059. The current fee for a combined filing under §§8 and 9 is \$400 per class for filings submitted through the USPTO's official website using the Trademark Electronic Application System ("TEAS"), and the additional fee for filing during the six-month grace period is \$200 per class. 37 C.F.R. §2.6.

To expedite processing, the owner is encouraged to file through TEAS. Official forms for filing a Combined Declaration of Use and/or Excusable Nonuse and Application for Renewal under §§8 and 9 are available through TEAS at [http://www.uspto.gov/trademarks/teas/reg\\_maintain.jsp](http://www.uspto.gov/trademarks/teas/reg_maintain.jsp).

For information regarding how to record ownership documents such as assignments, name changes and mergers, please see TMEP §503. To expedite recordation, the owner is encouraged to file requests for recordation through the Electronic Trademark Assignment System ("ETAS") at <http://etas.uspto.gov>.

For further information regarding the maintenance of a trademark registration, including future maintenance filings, please consult the USPTO website at <http://www.uspto.gov/trademarks/process/maintain/prfaq.jsp>.

This reminder notice is being sent only as a courtesy to those trademark owners who have authorized e-mail communication and maintain a current e-mail address with the USPTO. Failure by the USPTO to send a reminder or non-receipt of a reminder does not excuse a trademark owner from meeting the statutory obligations for maintaining a trademark registration. If a registration is cancelled and/or expired due to the failure to timely file required maintenance documents, it cannot be reinstated or revived.

To check the status of this registration, go to [http://tsdr.uspto.gov/#caseNumber=78655612&caseType=SERIAL\\_NO&searchType=statusSearch](http://tsdr.uspto.gov/#caseNumber=78655612&caseType=SERIAL_NO&searchType=statusSearch) or contact the Trademark Assistance Center at 1-800-786-9199.

**Beware of Unofficial Trademark Solicitations:** Please be aware that private companies not associated with the USPTO often use trademark registration information from the USPTO's database to mail or e-mail trademark-related solicitations. This is the only official reminder that you will receive from the USPTO about your upcoming required maintenance filings. For additional information about these private solicitations, please visit the USPTO website at [http://www.uspto.gov/trademarks/solicitation\\_warnings.jsp](http://www.uspto.gov/trademarks/solicitation_warnings.jsp).

In order to be eligible for future e-mail reminders of maintenance filings, please remember to authorize e-mail communication when filing your maintenance documents through TEAS and ensure that you maintain a current e-mail address with the USPTO.

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**From:** TMOOfficialNotices@USPTO.GOV  
**Sent:** Tuesday, September 25, 2012 11:01 PM  
**To:** XXXX  
**Subject:** Trademark RN 3157112: Official Notice of Acceptance under Section 8 of the Trademark Act

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**Serial Number:** 78655612  
**Registration Number:** 3157112  
**Registration Date:** Oct 17, 2006  
**Mark:** TENNANT BIOMODULATOR(STYLIZED/DESIGN)  
**Owner:** TENNANT FAMILY, LTD.

Sep 25, 2012

### NOTICE OF ACCEPTANCE UNDER SECTION 8

The declaration of use or excusable nonuse filed for the above-identified registration meets the requirements of Section 8 of the Trademark Act, 15 U.S.C. §1058. **The Section 8 declaration is accepted.**

**The registration will remain in force for the class(es) listed below for the remainder of the ten-year period, calculated from the registration date, unless canceled by an order of the Commissioner for Trademarks or a Federal Court.**

**Class(es):**  
010

TRADEMARK SPECIALIST  
POST-REGISTRATION DIVISION  
571-272-9500

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### REQUIREMENTS FOR MAINTAINING REGISTRATION

**WARNING: Your registration will be canceled if you do not file the documents below during the specified time periods.**

#### Requirements in the First Ten Years

**What and When to File:** You must file a declaration of use (or excusable nonuse) **and** an application for renewal between the 9th and 10th years after the registration date. See 15 U.S.C. §§1058, 1059.

#### Requirements in Successive Ten-Year Periods

**What and When to File:** You must file a declaration of use (or excusable nonuse) **and** an application for renewal between every 9th and 10th-year period, calculated from the registration date. See 15 U.S.C. §§1058, 1059.

#### Grace Period Filings

The above documents will be considered as timely if filed within six months after the deadlines listed above with the payment of an additional fee.

**\*\*\*The USPTO WILL NOT SEND ANY FURTHER NOTICE OR REMINDER OF THESE REQUIREMENTS. THE REGISTRANT SHOULD CONTACT THE USPTO ONE YEAR BEFORE THE EXPIRATION OF THE TIME PERIODS SHOWN ABOVE TO DETERMINE APPROPRIATE REQUIREMENTS AND FEES.\*\*\***

To view this notice and other documents for this application on-line, go to <http://tdr.uspto.gov/search.action?sn=78655612>. NOTE: This notice will only be available on-line the next business day after receipt of this e-mail.



**Declaration of Use and/or Excusable Nonuse of Mark in Commerce under Section 8****The table below presents the data as entered.**

Input Field	Entered
<b>REGISTRATION NUMBER</b>	3157112
<b>REGISTRATION DATE</b>	10/17/2006
<b>SERIAL NUMBER</b>	78655612
<b>MARK SECTION</b>	
<b>MARK</b>	TENNANT BIOMODULATOR (stylized and/or with design)
<b>ATTORNEY SECTION (no change)</b>	
<b>NAME</b>	Christopher J. Day
<b>FIRM NAME</b>	LAW OFFICE OF CHRISTOPHER DAY
<b>STREET</b>	9977 NORTH 90TH STREET, SUITE 155
<b>CITY</b>	SCOTTSDALE
<b>STATE</b>	Arizona
<b>POSTAL CODE</b>	85258
<b>COUNTRY</b>	United States
<b>PHONE</b>	602-258-4440
<b>FAX</b>	602-258-4441
<b>EMAIL</b>	chris@daylawfirm.com
<b>AUTHORIZED TO COMMUNICATE VIA E-MAIL</b>	Yes
<b>CORRESPONDENCE SECTION (no change)</b>	
<b>NAME</b>	CHRISTOPHER J. DAY
<b>FIRM NAME</b>	LAW OFFICE OF CHRISTOPHER DAY
<b>STREET</b>	9977 NORTH 90TH STREET, SUITE 155
<b>CITY</b>	SCOTTSDALE
<b>STATE</b>	Arizona
<b>POSTAL CODE</b>	85258
<b>COUNTRY</b>	United States
<b>PHONE</b>	602-258-4440
<b>FAX</b>	602-258-4441
<b>EMAIL</b>	chris@daylawfirm.com
<b>AUTHORIZED TO COMMUNICATE VIA E-MAIL</b>	Yes
<b>GOODS AND/OR SERVICES SECTION</b>	
<b>INTERNATIONAL CLASS</b>	010

<b>GOODS OR SERVICES</b>	Medical apparatus and instruments for use in electromagnetic resonance therapy, namely, cybernetic biofeedback devices, interactive neuromuscular simulators, and diagnostic testing equipment
<b>SPECIMEN FILE NAME(S)</b>	
<b>ORIGINAL PDF FILE</b>	<a href="#">SPN0-1747960152-121652135 . TENNANT BIOMODULATOR Spec.pdf</a>
<b>CONVERTED PDF FILE(S)</b> (1 page)	<a href="#">\\TICRS\EXPORT16\IMAGEOUT16\786\556\78655612\xml1\S080002.JPG</a>
<b>SPECIMEN DESCRIPTION</b>	photograph of the mark on product
<b>OWNER SECTION (current)</b>	
<b>NAME</b>	TENNANT FAMILY, LTD.
<b>STREET</b>	3009 EDGEWOOD LANE
<b>CITY</b>	COLLEYVILLE
<b>STATE</b>	Texas
<b>ZIP/POSTAL CODE</b>	76034
<b>COUNTRY</b>	United States
<b>LEGAL ENTITY SECTION (current)</b>	
<b>TYPE</b>	corporation
<b>STATE/COUNTRY OF INCORPORATION</b>	Texas
<b>PAYMENT SECTION</b>	
<b>NUMBER OF CLASSES</b>	1
<b>NUMBER OF CLASSES PAID</b>	1
<b>SUBTOTAL AMOUNT</b>	100
<b>TOTAL FEE PAID</b>	100
<b>SIGNATURE SECTION</b>	
<b>ORIGINAL PDF FILE</b>	<a href="#">hw_1747960152-185623707 . Signature - BioModulator.pdf</a>
<b>CONVERTED PDF FILE(S)</b> (1 page)	<a href="#">\\TICRS\EXPORT16\IMAGEOUT16\786\556\78655612\xml1\S080003.JPG</a>
<b>SIGNATORY'S NAME</b>	Jerald L. Tennant
<b>SIGNATORY'S POSITION</b>	General Partner
<b>SIGNATORY'S PHONE NUMBER</b>	n/a
<b>PAYMENT METHOD</b>	CC
<b>FILING INFORMATION</b>	
<b>SUBMIT DATE</b>	Mon Sep 17 18:58:37 EDT 2012
<b>TEAS STAMP</b>	USPTO/SECT08-XXX.XX.XX.XX X-20120917185837644377-31 57112-490cd114099b25773c3 c97ffe915bfc30ac-CC-5728- 20120917185623707471

PTO Form 1563 (Rev 5/2006)  
OMB No. 0651-0055 (Exp 07/31/2018)

**Declaration of Use and/or Excusable Nonuse of Mark in Commerce under Section 8  
To the Commissioner for Trademarks:**

**REGISTRATION NUMBER:** 3157112

**REGISTRATION DATE:** 10/17/2006

**MARK:** (Stylized and/or with Design, TENNANT BIOMODULATOR)

The owner, TENNANT FAMILY, LTD., a corporation of Texas, having an address of  
3009 EDGEWOOD LANE  
COLLEYVILLE, Texas 76034  
United States

is filing a Declaration of Use and/or Excusable Nonuse of Mark in Commerce under Section 8.

For International Class 010, the mark is in use in commerce on or in connection with **all** goods/services, or to indicate membership in the collective membership organization, listed in the existing registration for this specific class: Medical apparatus and instruments for use in electromagnetic resonance therapy, namely, cybernetic biofeedback devices, interactive neuromuscular simulators, and diagnostic testing equipment ; or, the owner is making the listed excusable nonuse claim.

The owner is submitting one(or more) specimen(s) showing the mark as used in commerce on or in connection with any item in this class, consisting of a(n) photograph of the mark on product.

**Original PDF file:**

[SPN0-1747960152-121652135\\_. TENNANT BIOMODULATOR\\_Spec.pdf](#)

**Converted PDF file(s)** (1 page)

[Specimen File1](#)

A fee payment in the amount of \$100 will be submitted with the form, representing payment for 1 class(es), plus any additional grace period fee, if necessary.

**Declaration**

**Original PDF file:**

[hw\\_1747960152-185623707\\_. Signature - BioModulator.pdf](#)

**Converted PDF file(s)** (1 page)

[Signature File1](#)

Signatory's Name: Jerald L. Tennant

Signatory's Position: General Partner

Signatory's Phone Number: n/a

**Mailing Address:**

LAW OFFICE OF CHRISTOPHER DAY  
9977 NORTH 90TH STREET, SUITE 155  
SCOTTSDALE, Arizona 85258

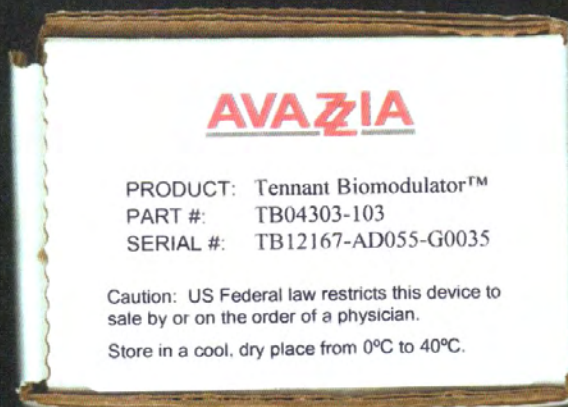
Serial Number: 78655612

Internet Transmission Date: Mon Sep 17 18:58:37 EDT 2012

TEAS Stamp: USPTO/SECT08-XXX.XX.XX.XXX-2012091718583

7644377-3157112-490cd114099b25773c3c97ff

e915bfc30ac-CC-5728-20120917185623707471





**Declaration**

*Unless the owner has specifically claimed excusable nonuse, the mark is in use in commerce on or in connection with the goods and/or services identified above, as evidenced by the attached specimen(s) showing the mark as used in commerce.*

The undersigned being hereby warned that willful false statements and the like are punishable by fine or imprisonment, or both, under 18 U.S.C. Section 1001, and that such willful false statements and the like may jeopardize the validity of this document, declares that he/she is properly authorized to execute this document on behalf of the Owner; and all statements made of his/her own knowledge are true and that all statements made on information and belief are believed to be true.

**Signature Section**Signature: Date: 9/17/12Signatory's Name: JERRY L. TENNANTSignatory's Position: GEN'L PARTNER

**NOTE TO APPLICANT:** When filed as part of the electronic form (i.e., scanned and attached as an image file), the signature page **must** include both the signature information **and** the boilerplate declaration language. Do **not** include the entire application, but do ensure that the boilerplate declaration language actually appears; *a signature by itself will not be acceptable*. If, due to browser limitations, the boilerplate declaration language appears on a previous page when printed, you must "merge" the declaration and signature block onto a single page prior to signing, so that the *one complete page* can be scanned to create an acceptable image file. It is recommended that you copy-and-paste the entire text form into another document, manipulate the spacing there to move the declaration and signature section to a separate page, and then print this new version of the text form to send to the signatory.

**ROUTING SHEET TO POST REGISTRATION (PRU)**

**Registration Number:** 3157112



**Serial Number:** 78655612



**RAM Sale Number:** 5728

**RAM Accounting Date:** 20120918

**Total Fees:** \$100

Note: Process in accordance with Post Registration Standard Operating Procedure (SOP)

<u>Transaction</u>	<u>Fee Code</u>	<u>Transaction Date</u>	<u>Fee per Class</u>	<u>Number of Classes</u>	<u>Number of Classes Paid</u>	<u>Total Fee</u>
§8 affidavit	7205	20120917	\$100	1	1	\$100

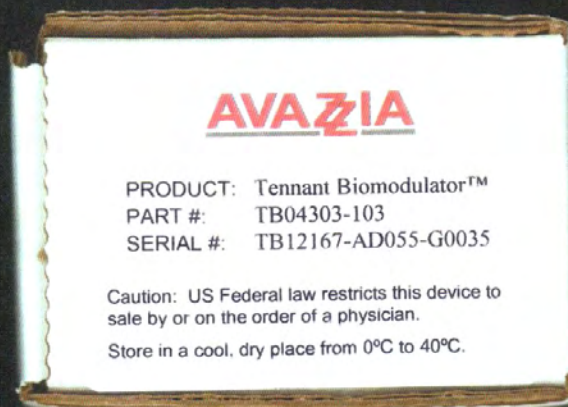
Physical Location: 900 - FILE REPOSITORY (FRANCONIA)

Lost Case Flag: False

In TICRS (AM-FLG-IN-TICRS): True

**Transaction Date:** 20120917







**Declaration**

*Unless the owner has specifically claimed excusable nonuse, the mark is in use in commerce on or in connection with the goods and/or services identified above, as evidenced by the attached specimen(s) showing the mark as used in commerce.*

The undersigned being hereby warned that willful false statements and the like are punishable by fine or imprisonment, or both, under 18 U.S.C. Section 1001, and that such willful false statements and the like may jeopardize the validity of this document, declares that he/she is properly authorized to execute this document on behalf of the Owner; and all statements made of his/her own knowledge are true and that all statements made on information and belief are believed to be true.

**Signature Section**Signature: Date: 9/17/12Signatory's Name: GERALD (JERRY) L. TENNANTSignatory's Position: GEN'L PARTNER

**NOTE TO APPLICANT:** When filed as part of the electronic form (i.e., scanned and attached as an image file), the signature page **must** include both the signature information **and** the boilerplate declaration language. Do **not** include the entire application, but do ensure that the boilerplate declaration language actually appears; *a signature by itself will not be acceptable*. If, due to browser limitations, the boilerplate declaration language appears on a previous page when printed, you must "merge" the declaration and signature block onto a single page prior to signing, so that the *one complete page* can be scanned to create an acceptable image file. It is recommended that you copy-and-paste the entire text form into another document, manipulate the spacing there to move the declaration and signature section to a separate page, and then print this new version of the text form to send to the signatory.



## Change Of Correspondence Address

The table below presents the data as entered.

Input Field	Entered
<b>SERIAL NUMBER</b>	78655612
<b>REGISTRATION NUMBER</b>	3157112
<b>LAW OFFICE ASSIGNED</b>	LAW OFFICE 105
<b>MARK SECTION</b>	
<b>MARK</b>	TENNANT BIOMODULATOR (stylized and/or with design)
<b>CORRESPONDENCE SECTION (current)</b>	
<b>ORIGINAL ADDRESS</b>	CHRISTOPHER J. DAY LAW OFFICE OF CHRISTOPHER DAY 301 EAST BETHANY HOME ROAD SUITE A-213 PHOENIX, AZ 85012
<b>NEW CORRESPONDENCE ADDRESS</b>	
<b>NEW ADDRESS</b>	Christopher J. Day Law Office of Christopher Day 9977 North 90th Street, Suite 155 Scottsdale Arizona United States 85258 602-258-4440 602-258-4441 chris@daylawfirm.com
<b>SIGNATURE SECTION</b>	
<b>SIGNATURE</b>	/Christopher J Day/
<b>SIGNATORY NAME</b>	Christopher J Day
<b>SIGNATORY DATE</b>	09/11/2010
<b>SIGNATORY POSITION</b>	Attorney of record, Arizona bar member
<b>AUTHORIZED SIGNATORY</b>	YES
<b>FILING INFORMATION SECTION</b>	
<b>SUBMIT DATE</b>	Sat Sep 11 16:42:02 EDT 2010
<b>TEAS STAMP</b>	USPTO/CCA-XX.XX.XXX.XX-20 100911164202478685-785626 76-4709694acba6f92975b758 5262fc3f95d-N/A-N/A-20100 911163946201272

**Int. Cl.: 10**

**Prior U.S. Cls.: 26, 39 and 44**

**Reg. No. 3,157,112**

**United States Patent and Trademark Office**

**Registered Oct. 17, 2006**

**TRADEMARK  
PRINCIPAL REGISTER**



TENNANT FAMILY, LTD. (TEXAS CORPORATION)  
3009 EDGEWOOD LANE  
COLLEYVILLE, TX 76034

NO CLAIM IS MADE TO THE EXCLUSIVE RIGHT TO USE "BIOMODULATOR", APART FROM THE MARK AS SHOWN.

FOR: MEDICAL APPARATUS AND INSTRUMENTS FOR USE IN ELECTROMAGNETIC RESONANCE THERAPY, NAMELY, CYBERNETIC BIOFEEDBACK DEVICES, INTERACTIVE NEUROMUSCULAR SIMULATORS, AND DIAGNOSTIC TESTING EQUIPMENT, IN CLASS 10 (U.S. CLS. 26, 39 AND 44).

THE MARK CONSISTS OF THE WORDS "TENNANT BIOMODULATOR" IN STYLIZED LETTERING, WITH THE LETTER "T" ON A PEDESTAL AND SURROUNDED BY AN OVAL.

FIRST USE 1-24-2005; IN COMMERCE 1-24-2005.

SER. NO. 78-655,612, FILED 6-21-2005.

OWNER OF U.S. REG. NO. 1,266,232.

EVELYN BRADLEY, EXAMINING ATTORNEY



UNITED STATES PATENT AND TRADEMARK OFFICE

Commissioner for Trademarks  
P.O. Box 1451  
Alexandria, VA 22313-1451  
www.uspto.gov

Jul 5, 2006

**NOTICE OF PUBLICATION UNDER 12(a)**

- |                                      |  |
|--------------------------------------|--|
| 1. Serial No.:<br>78/655,612         | 2. Mark:<br>TENNANT BIOMODULATOR<br>and design |
| 3. International Class(es):<br>10    |  |
| 4. Publication Date:<br>Jul 25, 2006 | 5. Applicant:<br>TENNANT FAMILY, LTD.          |

The mark of the application identified appears to be entitled to registration. The mark will, in accordance with Section 12(a) of the Trademark Act of 1946, as amended, be published in the Official Gazette on the date indicated above for the purpose of opposition by any person who believes he will be damaged by the registration of the mark. If no opposition is filed within the time specified by Section 13(a) of the Statute or by rules 2.101 or 2.102 of the Trademark Rules, the Commissioner of Patents and Trademarks may issue a certificate of registration.

Copies of the trademark portion of the Official Gazette containing the publication of the mark may be obtained from:

The Superintendent of Documents  
U.S. Government Printing Office  
PO Box 371954  
Pittsburgh, PA 15250-7954  
Phone: 202-512-1800

By direction of the Commissioner.

Correspondence Address:

CHRISTOPHER J. DAY  
LAW OFFICE OF CHRISTOPHER DAY  
301 EAST BETHANY HOME ROAD  
SUITE A-213  
PHOENIX, AZ 85012

TMP&I

**Trademark Snap Shot Publication Stylesheet**  
(Table presents the data on Publication Approval)

**OVERVIEW**

SERIAL NUMBER	78655612	FILING DATE	06/21/2005
REG NUMBER	0000000	REG DATE	N/A
REGISTER	PRINCIPAL	MARK TYPE	TRADEMARK
INTL REG #	N/A	INTL REG DATE	N/A
TM ATTORNEY	BRADLEY, EVELYN W	L.O. ASSIGNED	105

**PUB INFORMATION**

RUN DATE	05/20/2006		
PUB DATE	N/A		
STATUS	680-APPROVED FOR PUBLICATION		
STATUS DATE	05/19/2006		
LITERAL MARK ELEMENT	TENNANT BIOMODULATOR		
DATE ABANDONED	N/A	DATE CANCELLED	N/A
SECTION 2F	NO	SECTION 2F IN PART	NO
SECTION 8	NO	SECTION 8 IN PART	NO
SECTION 15	NO	REPUB 12C	N/A
RENEWAL FILED	NO	RENEWAL DATE	N/A
DATE AMEND REG	N/A		

**FILING BASIS**

FILED BASIS		CURRENT BASIS		AMENDED BASIS	
1 (a)	YES	1 (a)	YES	1 (a)	NO
1 (b)	NO	1 (b)	NO	1 (b)	NO
44D	NO	44D	NO	44D	NO
44E	NO	44E	NO	44E	NO
66A	NO	66A	NO		
NO BASIS	NO	NO BASIS	NO		

**MARK DATA**

STANDARD CHARACTER MARK	NO
LITERAL MARK ELEMENT	TENNANT BIOMODULATOR
MARK DRAWING CODE	3-AN ILLUSTRATION DRAWING WHICH INCLUDES WORD(S)/LETTER(S)/NUMBER(S)
COLOR DRAWING FLAG	YES

**CURRENT OWNER INFORMATION**

PARTY TYPE	11-SUBSEQUENT OWNER BEFORE PUBLICATION
NAME	TENNANT FAMILY, LTD.
ADDRESS	3009 EDGEWOOD LANE COLLEYVILLE, TX 76034
ENTITY	03-CORPORATION
CITIZENSHIP	Texas

**GOODS AND SERVICES**

INTERNATIONAL CLASS	010
DESCRIPTION TEXT	Medical apparatus and instruments for use in electromagnetic resonance therapy, namely, cybernetic biofeedback devices, interactive neuromuscular simulators, and diagnostic testing equipment

**GOODS AND SERVICES CLASSIFICATION**

INTERNATIONAL CLASS	010	FIRST USE DATE	01/24/2005	FIRST USE IN COMMERCE DATE	01/24/2005	CLASS STATUS	6-ACTIVE
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**MISCELLANEOUS INFORMATION/STATEMENTS**

CHANGE IN REGISTRATION	NO
DISCLAIMER W/PREDETER TXT	BIOMODULATOR
DESCRIPTION OF MARK	The mark consists of the words "Tennant Biomodulator" in stylized lettering, with the letter "T" on a pedestal and surrounded by an oval.
PSEUDO MARK	TENNANT BIO MODULATOR
OWNER OF US REG NOS	1266232

**PROSECUTION HISTORY**

DATE	ENT CD	ENT TYPE	DESCRIPTION	ENT NUM
05/19/2006	CNSA	O	APPROVED FOR PUB - PRINCIPAL REGISTER	016
05/19/2006	XAEC	I	EXAMINER'S AMENDMENT ENTERED	015
05/19/2006	CNEA	R	EXAMINERS AMENDMENT -WRITTEN	014
05/19/2006	ZZZX	Z	PREVIOUS ALLOWANCE COUNT WITHDRAWN	013
05/19/2006	DOCK	D	ASSIGNED TO EXAMINER	012
05/19/2006	CNSA	O	APPROVED FOR PUB - PRINCIPAL REGISTER	011
05/19/2006	XAEC	I	EXAMINER'S AMENDMENT ENTERED	010
05/19/2006	CNEA	R	EXAMINERS AMENDMENT -WRITTEN	009
05/17/2006	ACEC	I	AMENDMENT FROM APPLICANT ENTERED	008
05/01/2006	CRFA	I	CORRESPONDENCE RECEIVED IN LAW OFFICE	007
05/02/2006	FAXX	I	FAX RECEIVED	006
03/29/2006	ASGN	I	AUTOMATIC UPDATE OF ASSIGNMENT OF OWNERSHIP	005
01/13/2006	GNRT	F	NON-FINAL ACTION E-MAILED	004
01/13/2006	CNRT	R	NON-FINAL ACTION WRITTEN	003
01/11/2006	DOCK	D	ASSIGNED TO EXAMINER	002
06/30/2005	NWAP	I	NEW APPLICATION ENTERED IN TRAM	001

**CURRENT CORRESPONDENCE INFORMATION**

ATTORNEY	Christopher J. Day
CORRESPONDENCE ADDRESS	CHRISTOPHER J. DAY LAW OFFICE OF CHRISTOPHER DAY 301 EAST BETHANY HOME ROAD SUITE A-213 PHOENIX, AZ 85012
DOMESTIC REPRESENTATIVE	NONE

**PRIOR OWNER INFORMATION**

PARTY TYPE	10-ORIGINAL APPLICANT
NAME	TENNANT, JERALD L.
ADDRESS	3009 EDGEWOOD LANE COLLEYVILLE, TX 760345156
ENTITY	01-INDIVIDUAL
CITIZENSHIP	United States of America



UNITED STATES PATENT AND TRADEMARK OFFICE

**SERIAL NO:** 78/655612

**APPLICANT:** TENNANT FAMILY, LTD.

**\*78655612\***

**CORRESPONDENT ADDRESS:**

CHRISTOPHER J. DAY  
LAW OFFICE OF CHRISTOPHER DAY  
301 EAST BETHANY HOME ROAD  
SUITE A-213  
PHOENIX, AZ 85012

**RETURN ADDRESS:**

Commissioner for Trademarks  
P.O. Box 1451  
Alexandria, VA 22313-1451

If no fees are enclosed, the address should include the words "Box Responses - No Fee."

**MARK:** TENNANT BIOMODULATOR

**CORRESPONDENT'S REFERENCE/DOCKET NO :** N/A

Please provide in all correspondence:

**CORRESPONDENT EMAIL ADDRESS:**

1. Filing date, serial number, mark and applicant's name.
2. Date of this Office Action.
3. Examining Attorney's name and Law Office number.
4. Your telephone number and email address.

Serial Number 78/655612

**EXAMINER'S AMENDMENT**

**OFFICE RECORDS SEARCH:** The Office records have been searched and no similar registered or pending mark has been found that would bar registration under Trademark Act Section 2(d), 15 U.S.C. §1052(d). TMEP §704.02.

**ADVISORY – AMENDMENTS TO GOODS/SERVICES:** If the identification of goods and/or services has been amended below, any future amendments must be in accordance with 37 C.F.R. §2.71(a) and TMEP §1402.07(e).

**AMENDMENT(S) AUTHORIZED:** As authorized by Christopher Day on May 19, 2006, the application is amended as noted below. *If applicant disagrees with or objects to any of the amendments below, please notify the undersigned trademark examining attorney immediately.* Otherwise, no response is necessary. TMEP §707.

**CLAIM OF PRIOR REGISTRATION**

The following claim of prior registrations has been added to the record.

The applicant is the owner of U.S. Registration No. 1266232. [See attached registration]

/ Evelyn Bradley/  
Evelyn Bradley  
Trademark Examiner  
Law Office 105  
(571) 272-9292





**Print: May 19, 2006**

**73326484**

**TYPED DRAWING**

**Serial Number**

73326484

**Status**

REGISTERED AND RENEWED

**Word Mark**

TENNANT

**Standard Character Mark**

No

**Registration Number**

1266232

**Date Registered**

1984/02/07

**Type of Mark**

TRADEMARK

**Register**

PRINCIPAL

**Mark Drawing Code**

(1) TYPED DRAWING

**Owner**

TENNANT FAMILY, LTD. CORPORATION TEXAS 3009 EDGEWOOD LANE COLLEYVILLE  
TEXAS 76034

**Goods/Services**

Class Status -- ACTIVE. IC 010. US 044. G & S: Ophthalmic  
Prostheses-Namely, Intraocular Lenses, Anterior Lenses, Posterior  
Lenses, and Instruments Used by Ophthalmic Surgeons-Namely, Forceps,  
Lens Holding Forceps, Tying Forceps, Superior Rectus Forceps, Corneal  
Forceps, Lens Manipulating Hooks, Lid Retractors, Needle Holders,  
Dipsticks, Iris Hooks, Anterior Chamber Gauges and Lens Insertion  
Probes. First Use: 1976/12/31. First Use In Commerce: 1976/12/31.

**Section 2f Statement**

2(F) ENTIRE MARK

**Filing Date**

1981/09/03

**Examining Attorney**

UNKNOWN

**Print: May 19, 2006**

**73326484**

**Attorney of Record**  
MARTIN KORN

UNITED STATES PATENT AND TRADEMARK OFFICE

SERIAL NO: 78/655612

APPLICANT: TENNANT FAMILY, LTD.

\*78655612\*

CORRESPONDENT ADDRESS:

CHRISTOPHER J. DAY  
LAW OFFICE OF CHRISTOPHER DAY  
301 EAST BETHANY HOME ROAD  
SUITE A-213  
PHOENIX, AZ 85012

RETURN ADDRESS:

Commissioner for Trademarks  
P.O. Box 1451  
Alexandria, VA 22313-1451

If no fees are enclosed, the address should include the words "Box Responses - No Fee."

MARK: TENNANT BIOMODULATOR

CORRESPONDENT'S REFERENCE/DOCKET NO : N/A

Please provide in all correspondence:

CORRESPONDENT EMAIL ADDRESS:

1. Filing date, serial number, mark and applicant's name.
2. Date of this Office Action.
3. Examining Attorney's name and Law Office number.
4. Your telephone number and email address.

Serial Number 78/655612

EXAMINER'S AMENDMENT

**OFFICE RECORDS SEARCH:** The Office records have been searched and no similar registered or pending mark has been found that would bar registration under Trademark Act Section 2(d), 15 U.S.C. §1052(d). TMEP §704.02.

**ADVISORY – AMENDMENTS TO GOODS/SERVICES:** If the identification of goods and/or services has been amended below, any future amendments must be in accordance with 37 C.F.R. §2.71(a) and TMEP §1402.07(e).

**AMENDMENT(S) AUTHORIZED:** As authorized by Christopher Day on May 18, 2006, the application is amended as noted below. *If applicant disagrees with or objects to any of the amendments below, please notify the undersigned trademark examining attorney immediately.* Otherwise, no response is necessary. TMEP §707.

IDENTIFICATION OF GOODS

International Class 010

Medical apparatus and instruments for use in electromagnetic resonance therapy, namely, cybernetic biofeedback devices, interactive neuromuscular **simulators**, and diagnostic testing equipment

/ Evelyn Bradley/  
Evelyn Bradley  
Trademark Examiner  
Law Office 105  
(571) 272-9292

**Applicant:** TENNANT, JERALD L.  
**Mark:** TENNANT BIOMODULATOR  
**Serial Number:** 78655612

Revised Drawing Page



SENT BY: LAW OFFICE OF CHRISTOPHER DAY;  
TO: USPTO - 105888 374 8886;  
AT: 1-571-273-9105

MAY-2-06 4:49PM;

PAGE 1

## F A C S I M I L E

The Law Office of Christopher Day  
301 East Bethany Home Road  
Suite A-213  
Phoenix, Arizona 85012  
Telephone (602) 258-4440  
Facsimile (602) 258-4441

PLEASE DELIVER TO:		FROM:	
<b>Evelyn W Bradley</b> <b>USPTO -- Law Office 105</b>		<b>Christopher Day</b> Sender's Phone (602) 258-4440 (800) 529-2641 Sender's Fax (602) 258-4441 (888) 374-8886	
Serial No.:	78655612		
Mark:	TENNANT BIOMODULATOR		
Date:	4/5/06		
Pages (including cover):			
Recipient's Fax:	5712739105		
<p><b>Enclosed please find a response to the Office Action dated 1/13/2006 for the mark TENNANT BIOMODULATOR, Serial Number 78655612, together with a Power of Attorney.</b></p> <p><b>Please direct all future correspondence, INCLUDING EMAIL, regarding the application to:</b></p> <p><b>Christopher J. Day</b>  <b>Law Office of Christopher Day</b>  <b>301 East Bethany Home Road, Suite A-213</b>  <b>Phoenix, AZ 85012</b></p> <p><b>(602) 258-4440 (voice)</b>  <b>(602) 258-4441 (facsimile)</b></p> <p><b>Chris@DayLawFirm.com</b></p>			

This facsimile contains information which (a) may be LEGALLY PRIVILEGED, PROPRIETARY IN NATURE, OR OTHERWISE PROTECTED BY LAW FROM DISCLOSURE and (b) is intended only for the use of the Addressee named above. If you are not the Addressee, or responsible for delivering this to the Addressee, you are hereby notified that reading, copying or distributing this facsimile is prohibited. If you have received this facsimile in error, please telephone us immediately at (602) 258-4440 and destroy this facsimile. Thank you.

Christopher J. Day  
Law Office of Christopher Day  
301 East Bethany Home Road, Suite A-213  
Phoenix, Arizona 85012  
(602) 258-4440

UNITED STATES DEPARTMENT OF COMMERCE  
PATENT AND TRADEMARK OFFICE

In re Application of:

APPLICANT: TENNANT, JERALD L.  
MARK: TENNANT BIOMODULATOR  
SERIAL NUMBER: 78655612

POWER OF ATTORNEY

Assistant Commissioner for Trademarks  
PO Box 1451  
Alexandria, VA 22313-1451

Applicant hereby appoints Christopher J. Day, Esq., 301 East Bethany Home Road, Suite A-213, Phoenix, Arizona, 85012, (602) 258-4440, a member of the State Bar of Arizona, as its agent and attorney to prosecute the above-referenced application in the United States Patent and Trademark Office.

Dated this 15 day of March, 2006.

  
Jerald L. Tennant

**\*\*Please Place on Upper Right Corner\*\***

**\*\*of Response to Office Action Only \*\***

Examining Attorney: Evelyn W Bradley

Serial Number: 78655612



Christopher J. Day  
**Law Office of Christopher Day**  
301 East Bethany Home Road, Suite A-213  
Phoenix, Arizona 85012  
(602) 258-4440

Attorney for Applicant  
TENNANT, JERALD L.

**UNITED STATES DEPARTMENT OF COMMERCE  
PATENT AND TRADEMARK OFFICE**

**In re Application of:**

APPLICANT: TENNANT, JERALD L.

MARK: TENNANT BIOMODULATOR

SERIAL NUMBER: 78655612

INTERNATIONAL CLASS: 10

RESPONSE TO OFFICE  
ACTION DATED  
1/13/2006

Examining Attorney:  
Evelyn W Bradley

Law Office:105

Assistant Commissioner for Trademarks  
PO Box 1451  
Alexandria, VA 22313-1451



**Serial Number: 78655612**  
**Mark: TENNANT BIOMODULATOR**  
**Page 2**

I. Likelihood of Confusion.

The current application, together with the good will of the business symbolized by the mark, has been assigned to Tennant Family, Ltd, reel/frame number 3277/0193, causing the applications and the cited registration, namely Reg. No. 1266232 to be under control of the Applicant.

II. Drawing Page.

Applicant has included a revised drawing page. The revised drawing page shows the mark clearly and conforms to the requirements of 37 C.F.R. Section 2.52, TMEP Section 807.05.

III. Identification of Goods/Recitation of Services.

Applicant hereby amends the identification of goods/recitation of services to the following:

MEDICAL APPARATUS AND INSTRUMENTS FOR USE IN  
ELECTROMAGNETIC RESONANCE THERAPY, NAMELY,  
CYBERNETIC BIOFEEDBACK DEVICES, INTERACTIVE  
NEUROMUSCULAR STIMULATIONS, DIAGNOSTIC TESTING  
EQUIPMENT, in International Class 10

IV. Disclaimer.

Applicant hereby amends the application to include the following Disclaimer:

No claim is made to the exclusive right to use  
"BIOMODULATOR" apart from the mark as shown.

**Serial Number: 78655612**  
**Mark: TENNANT BIOMODULATOR**  
**Page 3**

V. Power of Attorney; Future Correspondence.


Applicant has designated Christopher J. Day, Esq., a member of the State Bar of the State of Arizona, as its representative to prosecute this Application. A Power of Attorney is included with this Response. Applicant requests that all future correspondence be directed to:

Christopher J. Day  
Law Office of Christopher Day  
301 East Bethany Home Road, Suite A-213  
Phoenix, AZ 85012

(602) 258-4440 (voice)  
(602) 258-4441 (facsimile)  
Chris@DayLawFirm.com

Applicant believes that the foregoing fully and satisfactorily responds to all issues raised in the Office Action, and respectfully requests that the Examiner approve the mark for publication.

Dated April 5, 2006.

  
\_\_\_\_\_  
Christopher J. Day  
Attorney for Applicant

<input type="checkbox"/>
<b>CERTIFICATE OF MAILING</b>
I hereby certify that this Response to Office Action dated 1/13/2006 for the mark TENNANT BIOMODULATOR, Ser. No. 78655612 is being deposited in the U.S. mail, first class postage pre-paid, addressed to Patent and Trademark Office at PO Box 1451 Alexandria, VA 22313-1451, on _____, 2006.
_____ Christopher J. Day Attorney for Applicant

<input checked="" type="checkbox"/>
<b>CERTIFICATE OF TRANSMISSION</b>
I hereby certify that this Response to Office Action dated 1/13/2006 for the mark TENNANT BIOMODULATOR, Ser. No. 78655612 is being facsimile transmitted to the United States Patent and Trademark Office, Law Office 105, facsimile number _____, on <u>5/2</u> , 2006.
_____ Christopher J. Day Attorney for Applicant

**Applicant:** TENNANT, JERALD L.  
**Mark:** TENNANT BIOMODULATOR  
**Serial Number:** 78655612

Revised Drawing Page



**To:** TENNANT, JERALD L. ([jtenn@sbcglobal.net](mailto:jtenn@sbcglobal.net))  
**Subject:** TRADEMARK APPLICATION NO. 78655612 - TENNANT BIOMODULATOR - N/A  
**Sent:** 1/13/06 10:40:43 AM  
**Sent As:** ECOM105@USPTO.GOV  
**Attachments:** [Attachment - 1](#)  
[Attachment - 2](#)  
[Attachment - 3](#)  
[Attachment - 4](#)

**UNITED STATES PATENT AND TRADEMARK OFFICE**

**SERIAL NO:** 78/655612

**APPLICANT:** TENNANT, JERALD L.

**CORRESPONDENT ADDRESS:**  
TENNANT, JERALD L.  
3009 EDGEWOOD LN  
COLLEYVILLE, TX 76034-5156

**\*78655612\***

**RETURN ADDRESS:**  
Commissioner for Trademarks  
P.O. Box 1451  
Alexandria, VA 22313-1451

**MARK:** TENNANT BIOMODULATOR

**CORRESPONDENT'S REFERENCE/DOCKET NO :** N/A

**CORRESPONDENT EMAIL ADDRESS:**  
[jtenn@sbcglobal.net](mailto:jtenn@sbcglobal.net)

Please provide in all correspondence:

1. Filing date, serial number, mark and applicant's name.
2. Date of this Office Action.
3. Examining Attorney's name and Law Office number.
4. Your telephone number and e-mail address.

**OFFICE ACTION**

**RESPONSE TIME LIMIT:** TO AVOID ABANDONMENT, THE OFFICE MUST RECEIVE A PROPER RESPONSE TO THIS OFFICE ACTION WITHIN 6 MONTHS OF THE MAILING OR E-MAILING DATE.

**MAILING/E-MAILING DATE INFORMATION:** If the mailing or e-mailing date of this Office action does not appear above, this information can be obtained by visiting the USPTO website at <http://tarr.uspto.gov/>, inserting the application serial number, and viewing the prosecution history for the mailing date of the most recently issued Office communication.

Serial Number 78/655612

The assigned examining attorney has reviewed the referenced application and determined the following.

**LIKELIHOOD OF CONFUSION REFUSAL**

The examining attorney refuses registration under Trademark Act Section 2(d), 15 U.S.C. Section 1052(d), because the applicant's mark, when used on or in connection with the identified goods, so resembles the mark in U.S. Registration No. 1266232 as to be likely to cause confusion, to cause mistake, or to deceive. TMEP section 1207. *See the enclosed registration.*

The examining attorney must analyze each case in two steps to determine whether there is a likelihood of confusion. First, the examining attorney must look at the marks themselves for similarities in appearance, sound, connotation and commercial impression. In re E. I. DuPont de

Nemours & Co., 476 F.2d 1357, 177 USPQ 563 (CCPA 1973). Second, the examining attorney must compare the goods or services to determine if they are related or if the activities surrounding their marketing are such that confusion as to origin is likely. In re August Storck KG, 218 USPQ 823 (TTAB 1983); In re International Telephone and Telegraph Corp., 197 USPQ 910 (TTAB 1978); Guardian Products Co., v. Scott Paper Co., 200 USPQ 738 (TTAB 1978).

While the applicant seeks to register the mark “TENNANT BIOMODULATOR” for “m edical apparatus and instruments for use in electromagnetic resonance therapy, including cybernetic biofeedback devices, interactive neuromuscular stimulators, diagnostic testing equipment, accessories, and supplies,” the registered mark “TENNANT” is for “ophthalmic prostheses, namely, intraocular lenses, anterior lenses, posterior lenses, and instruments used by ophthalmic surgeons, namely, forceps, lens holding forceps, tying forceps, superior rectus forceps, corneal forceps, lens manipulating hooks, lid retractors, needle holders, dipsticks, iris hooks, anterior chamber gauges and lens insertion probes.”

#### COMPARISON OF THE MARKS

The test of likelihood of confusion is not whether the marks can be distinguished when subjected to a side-by-side comparison. The issue is whether the marks create the same overall impression. *Visual Information Institute, Inc. v. Vicon Industries Inc.*, 209 USPQ 179 (TTAB 1980). The focus is on the recollection of the average purchaser who normally retains a general rather than specific impression of trademarks. *Chemetron Corp. v. Morris Coupling & Clamp Co.*, 203 USPQ 537 (TTAB 1979); *Sealed Air Corp. v. Scott Paper Co.*, 190 USPQ 106 (TTAB 1975); TMEP §1207.01(b). The applicant’s mark creates the same overall commercial impression as the registered mark.

The mere addition of a term to a registered mark does not obviate the similarity between the marks nor does it overcome a likelihood of confusion under Section 2(d). In re Chatam International Inc., 380 F.3d 1340, 71 USPQ2d 1944 (Fed. Cir. 2004) (“GASPAR’S ALE and “JOSE GASPAR GOLD”); Coca-Cola Bottling Co. v. Joseph E. Seagram & Sons, Inc., 526 F.2d 556, 188 USPQ 105 (C.C.P.A. 1975) (“BENGAL” and “BENGAL LANCER”); Lilly Pulitzer, Inc. v. Lilli Ann Corp., 376 F.2d 324, 153 USPQ 406 (C.C.P.A. 1967) (“THE LILLY” and “LILLI ANN”); In re El Torito Rests. Inc., 9 USPQ2d 2002 (TTAB 1988) (“MACHO” and “MACHO COMBOS”); In re United States Shoe Corp., 229 USPQ 707 (TTAB 1985) (“CAREER IMAGE” and “CREST CAREER IMAGES”); In re Corning Glass Works, 229 USPQ 65 (TTAB 1985) (“CONFIRM” and “CONFIRMCELLS”); In re Riddle, 225 USPQ 630 (TTAB 1985) (“ACCUTUNE” and “RICHARD PETTY’S ACCU TUNE”); In re Cosvetic Laboratories, Inc., 202 USPQ 842 (TTAB 1979) (“HEAD START” and “HEAD START COSVETIC”); TMEP §1207.01(b)(iii). Addition of the descriptive term “BIOMODULATOR” to the already registered term “TENNANT” does not obviate a finding of likelihood of confusion.

#### COMPARISON OF THE GOODS

The goods/services of the parties need not be identical or directly competitive to find a likelihood of confusion. They need only be related in some manner, or the conditions surrounding their marketing be such, that they could be encountered by the same purchasers under circumstances that could give rise to the mistaken belief that the goods/services come from a common source. In re Martin’s Famous Pastry Shoppe, Inc., 748 F.2d 1565, 223 USPQ 1289 (Fed. Cir. 1984); In re Corning Glass Works, 229 USPQ 65 (TTAB 1985); In re Rexel Inc., 223 USPQ 830 (TTAB 1984); Guardian Products Co., Inc. v. Scott Paper Co., 200 USPQ 738 (TTAB 1978); In re International Telephone & Telegraph Corp., 197 USPQ 910 (TTAB 1978). TMEP §1207.01(a)(i). The applicant’s goods, namely, “m edical apparatus and instruments for use in electromagnetic resonance therapy, including cybernetic biofeedback devices, interactive neuromuscular stimulators, diagnostic testing equipment, accessories, and supplies,” are so closely related to the registrant’s goods, namely, “ophthalmic prostheses, namely, intraocular lenses, anterior lenses, posterior lenses, and instruments used by ophthalmic surgeons, namely, forceps, lens holding forceps, tying forceps, superior rectus forceps, corneal forceps, lens manipulating hooks, lid retractors, needle holders, dipsticks, iris hooks, anterior chamber gauges and lens insertion probes,” that consumers are likely to presume that they emanate from the same source. The applicant’s and the registrant’s goods are for use in the medical field.

In conclusion, the similarity between the marks and the goods of the parties is sufficient to establish a likelihood of confusion. The examining attorney must resolve any doubt regarding a likelihood of confusion in favor of the prior registrant. *In re Hyper Shoppes (Ohio), Inc.*, 837 F.2d 463, 6 USPQ2d 1025 (Fed. Cir., 1988).

**If the mark in the cited registration has been assigned to applicant, then applicant must prove ownership of this mark. TMEP §812.01. Applicant may record the assignment with the Assignment Services Division of the Office. Trademark Act Section 10, 15 U.S.C. §1060; 37 C.F.R. §3.25; TMEP §§503 *et seq.* Applicant should then notify the trademark examining attorney when the assignment has been recorded.**

In the alternative, applicant may submit evidence of the assignment of the mark to the applicant, such as: (1) documents evidencing the chain of title; or (2) an explanation of the chain of title (specifying each party in the chain, the nature of each conveyance, and the relevant dates), supported by a notarized affidavit or signed declaration under 37 C.F.R. §2.20. 37 C.F.R. §3.73; TMEP §502.01.

Although the examining attorney has refused registration, the applicant may respond to the refusal to register by submitting evidence and arguments in support of registration.

If applicant chooses to respond to the refusal(s) to register, then applicant must also respond to the following requirement(s).

#### COLOR DRAWING WITH NO CLAIM OR DESCRIPTION

Applicant has submitted a color drawing and must clarify whether color is a feature of the proposed mark. 37 C.F.R. §2.52(b)(1).

If color is a feature of the proposed mark, then applicant must submit (1) a statement that “the color(s) <specify> <is/are> claimed as a feature of the mark,” and (2) a separate description of where the colors appear in the mark, i.e., “the color(s) <name color(s)> appear in <specify portion of the mark on which color(s) appear>.” Common color names should be used to describe the colors in the mark, e.g., red, yellow, blue. Exam Guide 01-03, section I.B.1.

If color is *not* a feature of the mark, then applicant must submit a substitute black and white drawing of the proposed mark to replace the color drawing of record.

#### IDENTIFICATION OF GOODS

The identification of goods is unacceptable because the applicant uses the term “including.” The identification of goods must be specific and all-inclusive. Applicant should amend the identification by replacing this wording with “namely” and by stating each item by its common commercial name. TMEP §§1401.04(b), 1402.01 and 1402.03.

The applicant may adopt the following identification of goods, if accurate:

##### - International Class 010

Medical apparatus and instruments for use in electromagnetic resonance therapy, namely, cybernetic biofeedback devices, interactive neuromuscular stimulators, diagnostic testing equipment; medical accessories and supplies for use in electromagnetic resonance therapy, namely, [specify]

To the extent the suggested identification is incomplete or inaccurate, the applicant is further advised that the *Manual of Acceptable Identification of Goods and Services* is accessible via the PTO homepage at <http://www.uspto.gov/web/offices/tac/doc/gsmmanual/>.

Please note that, while an application may be amended to clarify or limit the identification, additions to the identification are not permitted. 37 C.F.R. §2.71(a); TMEP §1402.06. Therefore, the applicant may not amend to include any goods that are not within the scope of goods set forth in the present identification.

#### DISCLAIMER

The applicant must disclaim the descriptive wording “BIOMODULATOR” apart from the mark as shown. Trademark Act Section 6, 15 U.S.C. §1056; TMEP §§1213 and 1213.03(a). The applicant must disclaim the term “BIOMODULATOR” because it identifies a feature of the applicant’s goods. [See attached definition of the term from Dorland’s Illustrated Medical Dictionary.]

The Office can require an applicant to disclaim exclusive rights to an unregistrable part of a mark, rather than refuse registration of the entire mark. Trademark Act Section 6(a), 15 U.S.C. §1056(a). Under Trademark Act Section 2(e), 15 U.S.C. §1052(e), the Office can refuse registration of the entire mark where it is determined that the entire mark is merely descriptive, deceptively misdescriptive, or primarily geographically descriptive of the goods. Thus, the Office may require the disclaimer of a portion of a mark which, when used in connection with the goods or services, is merely descriptive, deceptively misdescriptive, primarily geographically descriptive, or otherwise unregistrable (e.g., generic). TMEP §1213.03(a). If an applicant does not comply with a disclaimer requirement, the Office may refuse registration of the entire mark. TMEP §1213.01(b).

A disclaimer does *not* physically remove the disclaimed matter from the mark, but rather is a written statement that applicant does not claim exclusive rights to the disclaimed wording and/or design separate and apart from the mark as shown in the drawing. The following cases explain the disclaimer requirement more fully: *Dena Corp. v. Belvedere Int’l Inc.*, 950 F.2d 1555, 21 USPQ2d 1047 (Fed. Cir. 1991); *In re Kraft, Inc.*, 218 USPQ 571 (TTAB 1983); *In re EBS Data Processing, Inc.*, 212 USPQ 964 (TTAB 1981); *In re National Presto Industries, Inc.*, 197 USPQ 188 (TTAB 1977).

The computerized printing format for the Office’s *Trademark Official Gazette* requires a standardized format for a disclaimer. TMEP

§ 1213.08(a)(i). The following is the standard format used by the Office:

No claim is made to the exclusive right to use “BIOMODULATOR” apart from the mark as shown.

*See In re Owatonna Tool Co.*, 231 USPQ 493 (Comm’r Pats. 1983).

If the applicant has any questions or needs assistance in responding to this Office action, please telephone the assigned examining attorney.

/ Evelyn Bradley/  
Evelyn Bradley  
Trademark Examiner  
Law Office 105  
(571) 272-9292

**HOW TO RESPOND TO THIS OFFICE ACTION:**

- **ONLINE RESPONSE:** You may respond formally using the Office’s Trademark Electronic Application System (TEAS) Response to Office Action form (visit <http://www.uspto.gov/teas/index.html> and follow the instructions, but if the Office Action has been issued via email, you must wait 72 hours after receipt of the Office Action to respond via TEAS).
- **REGULAR MAIL RESPONSE:** To respond by regular mail, your response should be sent to the mailing return address above and include the serial number, law office number and examining attorney’s name in your response.

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**FOR INQUIRIES OR QUESTIONS ABOUT THIS OFFICE ACTION, PLEASE CONTACT THE ASSIGNED EXAMINING ATTORNEY SPECIFIED ABOVE.**



http://72.14.207.104/search?q=cache:kjZ5PEqQRRAJ:www.mercksource.com/pp/us/cns/cns\_hl\_dorlands.jspzQzpgzEzzSzppdocszSzuszSzcommonzSzdorlandzSzdorlandzSzdmd\_b\_11zPzhtm+BIOMODULATOR&hl=en 01/11/2006 12:53:43 PM

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# B

Bimana - Biomphalaria

**Bimana (Bim-a-na)** (bim'ə-nə) [*bi-* + *L. manus* hand] a name sometimes applied to a group of mammals distinguished by having hands of character different from that of the feet; humans are the only species in the group.

**bimanual (bi-man-u-al)** (bi-man'u-al) [*bi-* + *manual*] with both hands; performed by both hands.

**bimastoid (bi-mas-toid)** (bi-mas'toid) pertaining to both mastoid processes.

**bimatoprost (bi-mat-o-prost)** (bi-mat'o-prost) a synthetic prostaglandin analogue that acts as an ocular hypotensive; applied topically to the conjunctiva in the treatment of open-angle glaucoma and ocular hypertension.



satellites and submarines.

**biometer (bi-om-e-ter)** (bi-om'ə-tər) [*bio- + -meter*] an apparatus by which extremely minute quantities of carbon dioxide can be measured; used in measuring the carbon dioxide given off from functioning tissue.

**biometrician (bio-me-tri-cian)** (bi'o-mə-trish'ən) a specialist in biometry.

**biometrics (bio-met-rics)** (bi'o-met'niks) [biometry](#).

**biometry (bi-om-e-try)** (bi-om'ə-tre) [*bio- + -metry*] 1. the science of the application of statistics in biology and medicine. 2. in life insurance, the calculation of the expectation of life.

**biomicroscope (bio-mi-cro-scope)** (bi'o-mi'krə-skōp) a microscope for examining living tissue in the body.

**slit-lamp b.** see [slit lamp](#), under *lamp*.

**biomicroscopy (bio-mi-cros-co-py)** (bi'o-mi-kros'kə-pe) [*bio- + microscopy*] 1. microscopic examination of living tissue in the body. 2. examination of the cornea or the lens by a combination of slit lamp and corneal microscope.

**biomodulation (bio-mod-u-la-tion)** (bi'o-mod'u-la'shen) reactive or associative adjustment of the biochemical or cellular status of an organism.

**biomodulator (bio-mod-u-la-tor)** (bi'o-mod'u-la'tər) [biologic response modifier](#).

**biomolecule (bio-mol-e-cule)** (bi'o-mol'ə-kül) a molecule produced by a living cell, as a protein, carbohydrate, or lipid.

**Biomphalaria (Bi-om-pha-la-ria)** (bi-om'fə-lar'ē-ə) a genus of snails of the family Planorbidae; some species are intermediate hosts of [Schistosoma mansoni](#). Called also [Australorbis](#).

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**Print: Jan 11, 2006**

**73326484**

**TYPED DRAWING**

**Serial Number**

73326484

**Status**

REGISTERED AND RENEWED

**Word Mark**

TENNANT

**Standard Character Mark**

No

**Registration Number**

1266232

**Date Registered**

1984/02/07

**Type of Mark**

TRADEMARK

**Register**

PRINCIPAL

**Mark Drawing Code**

(1) TYPED DRAWING

**Owner**

TENNANT FAMILY, LTD. CORPORATION TEXAS 3009 EDGEWOOD LANE COLLEYVILLE  
TEXAS 76034

**Goods/Services**

Class Status -- ACTIVE. IC 010. US 044. G & S: Ophthalmic  
Prostheses-Namely, Intraocular Lenses, Anterior Lenses, Posterior  
Lenses, and Instruments Used by Ophthalmic Surgeons-Namely, Forceps,  
Lens Holding Forceps, Tying Forceps, Superior Rectus Forceps, Corneal  
Forceps, Lens Manipulating Hooks, Lid Retractors, Needle Holders,  
Dipsticks, Iris Hooks, Anterior Chamber Gauges and Lens Insertion  
Probes. First Use: 1976/12/31. First Use In Commerce: 1976/12/31.

**Section 2f Statement**

2(F) ENTIRE MARK

**Filing Date**

1981/09/03

**Examining Attorney**

UNKNOWN

**Print: Jan 11, 2006**

**73326484**

**Attorney of Record**  
MARTIN KORN

\*\*\* User:ebradley1 \*\*\*

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Session finished 1/13/06 10:21:37 AM

Total search duration 0 minutes 5 seconds

Session duration 1 minutes 51 seconds

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09	5741	N/A	0	0	0:02	260303[dc] and live[ld]
10	6333	N/A	0	0	0:04	260317[dc] and live[ld]
11	16564	N/A	0	0	0:03	260321[dc] and live[ld]
12	26783	N/A	0	0	0:02	261713[dc] and live[ld]
13	2426	N/A	0	0	0:01	9 and (10 or 11 or 12)
14	3939	N/A	0	0	0:01	10 and (11 or 12)
15	727	N/A	0	0	0:01	11 and 12
16	767	N/A	0	0	0:02	13 and "010"[cc]
17	883	N/A	0	0	0:02	14 and "010"[cc]
18	204	N/A	0	0	0:02	15 and "010"[cc]
19	1685	N/A	0	0	0:01	(16 or 17 or 18)
20	137	0	1	1	0:01	19 and ("010" or a or b or 200)[ic]
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Session duration 18 minutes 46 seconds

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08	108	0	108	46	0:02	6 and "010"[cc]
09	5741	N/A	0	0	0:02	260303[dc] and live[ld]
10	6333	N/A	0	0	0:04	260317[dc] and live[ld]
11	16564	N/A	0	0	0:03	260321[dc] and live[ld]
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16	767	N/A	0	0	0:02	13 and "010"[cc]
17	883	N/A	0	0	0:02	14 and "010"[cc]
18	204	N/A	0	0	0:02	15 and "010"[cc]
19	1685	N/A	0	0	0:01	(16 or 17 or 18)
20	137	0	1	1	0:01	19 and ("010" or a or b or 200)[ic]
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Session finished 1/11/06 1:13:49 PM

Total search duration 0 minutes 39 seconds

Session duration 15 minutes 58 seconds

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**Trademark/Service Mark Application, Principal Register****Serial Number: 78655612****Filing Date: 06/21/2005****The table below presents the data as entered.**

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<b>MARK SECTION</b>	
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STANDARD CHARACTERS	NO
USPTO-GENERATED IMAGE	NO
LITERAL ELEMENT	TENNANT BIOMODULATOR
COLOR MARK	NO
DESCRIPTION OF THE MARK (and Color Location, if applicable)	The mark consists of the words "Tennant Biomodulator" in stylized lettering, with the letter "T" on a pedestal and surrounded by an oval.
PIXEL COUNT ACCEPTABLE	YES
PIXEL COUNT	750 x 293
<b>OWNER SECTION</b>	
NAME	TENNANT, JERALD L.
STREET	3009 EDGEWOOD LANE
CITY	COLLEYVILLE
STATE	Texas
ZIP/POSTAL CODE	76034-5156
COUNTRY	United States
PHONE	(972) 580-1156
FAX	(972) 580-0715
EMAIL	XXXX
AUTHORIZED EMAIL COMMUNICATION	Yes
<b>LEGAL ENTITY SECTION</b>	
TYPE	INDIVIDUAL
COUNTRY OF CITIZENSHIP	United States
<b>GOODS AND/OR SERVICES SECTION</b>	
INTERNATIONAL CLASS	010
DESCRIPTION	Medical apparatus and instruments for use in electromagnetic resonance therapy, including cybernetic biofeedback devices, interactive neuromuscular stimulators, diagnostic testing equipment, accessories, and supplies.

FILING BASIS	Section 1(a)
FIRST USE ANYWHERE DATE	At least as early as 01/24/2005
FIRST USE IN COMMERCE DATE	At least as early as 01/24/2005
SPECIMEN FILE NAME(S)	<a href="#">\\TICRS\EXPORT10\IMAGEOUT10\786\556\78655612\xml1\ APP0003.JPG</a>
SPECIMEN DESCRIPTION	digitally photographed label affixed to the goods
<b>SIGNATURE SECTION</b>	
SIGNATURE	/jerald l. tennant/
SIGNATORY NAME	Jerald L. Tennant
SIGNATORY DATE	06/21/2005
SIGNATORY POSITION	Owner
<b>PAYMENT SECTION</b>	
NUMBER OF CLASSES	1
NUMBER OF CLASSES PAID	1
SUBTOTAL AMOUNT	325
TOTAL AMOUNT	325
<b>CORRESPONDENCE SECTION</b>	
NAME	TENNANT, JERALD L.
STREET	3009 EDGEWOOD LANE
CITY	COLLEYVILLE
STATE	Texas
ZIP/POSTAL CODE	76034-5156
COUNTRY	United States
EMAIL	jtenn@sbcglobal.net
AUTHORIZED EMAIL COMMUNICATION	Yes
<b>FILING INFORMATION</b>	
SUBMIT DATE	Tue Jun 21 21:36:49 EDT 2005
TEAS STAMP	USPTO/BAS-XXXXXXXXX-20050 621213649283824-78655612- 200dd469f6f72537f366c7db8 598e06c40-CC-769-20050621 211732381260

**Trademark/Service Mark Application, Principal Register**

**Serial Number: 78655612**

**Filing Date: 06/21/2005**

**To the Commissioner for Trademarks:**

**MARK:** TENNANT BIOMODULATOR (stylized and/or with design, see [mark](#))

The literal element of the mark consists of TENNANT BIOMODULATOR.

The mark consists of the words "Tennant Biomodulator" in stylized lettering, with the letter "T" on a pedestal and surrounded by an oval.

The applicant, JERALD L. TENNANT, a citizen of United States, residing at 3009 EDGEWOOD LANE, COLLEYVILLE, Texas, United States, 76034-5156, requests registration of the trademark/service mark identified above in the United States Patent and Trademark Office on the Principal Register established by the Act of July 5, 1946 (15 U.S.C. Section 1051 et seq.), as amended.

The applicant, or the applicant's related company or licensee, is using the mark in commerce, and lists below the dates of use by the applicant, or the applicant's related company, licensee, or predecessor in interest, of the mark on or in connection with the identified goods and/or services. 15 U.S.C. Section 1051(a), as amended.

International Class 010: Medical apparatus and instruments for use in electromagnetic resonance therapy, including cybernetic biofeedback devices, interactive neuromuscular stimulators, diagnostic testing equipment, accessories, and supplies.

In International Class 010, the mark was first used at least as early as 01/24/2005, and first used in commerce at least as early as 01/24/2005, and is now in use in such commerce. The applicant is submitting or will submit one specimen for *each class* showing the mark as used in commerce on or in connection with any item in the class of listed goods and/or services, consisting of a(n) digitally photographed label affixed to the goods.

[Specimen - 1](#)

The USPTO is authorized to communicate with the applicant or its representative at the following email address: XXXX.

A fee payment in the amount of \$325 will be submitted with the application, representing payment for 1 class(es).

**Declaration**

The undersigned, being hereby warned that willful false statements and the like so made are punishable by fine or imprisonment, or both, under 18 U.S.C. Section 1001, and that such willful false statements, and the like, may jeopardize the validity of the application or any resulting registration, declares that he/she is properly authorized to execute this application on behalf of the applicant; he/she believes the applicant to be the owner of the trademark/service mark sought to be registered, or, if the application is being filed under 15 U.S.C. Section 1051(b), he/she believes applicant to be entitled to use such mark in commerce; to the best of his/her knowledge and belief no other person, firm, corporation, or association has the right to use the mark in commerce, either in the identical form thereof or in such near resemblance thereto as to be likely, when used on or in connection with the goods/services of such other person, to cause confusion, or to cause mistake, or to deceive; and that all statements made of his/her own knowledge are true; and that all statements made on information and belief are believed to be true.

Signature: /jerald l. tennant/ Date: 06/21/2005

Signatory's Name: Jerald L. Tennant

Signatory's Position: Owner

**Mailing Address:**

TENNANT, JERALD L.  
3009 EDGEWOOD LANE  
COLLEYVILLE, Texas 76034-5156

RAM Sale Number: 769

RAM Accounting Date: 06/22/2005

Serial Number: 78655612

Internet Transmission Date: Tue Jun 21 21:36:49 EDT 2005

TEAS Stamp: USPTO/BAS-XXXXXXXXX-20050621213649283824

-78655612-200dd469f6f72537f366c7db8598e0

6c40-CC-769-20050621211732381260











# Exhibit 2-B

**Generated on:** This page was generated by TSDR on 2024-09-05 17:45:46 EDT

**Mark:** TENNANT BIOTRANSDUCER

TENNANT BIOTRANSDUCER

**US Serial Number:** 85731087

**Application Filing Date:** Sep. 17, 2012

**US Registration Number:** 4382782

**Registration Date:** Aug. 13, 2013

**Register:** Principal

**Mark Type:** Trademark

**TM5 Common Status Descriptor:**



LIVE/REGISTRATION/Issued and Active

The trademark application has been registered with the Office.

**Status:** The registration has been renewed.

**Status Date:** Mar. 14, 2023

**Publication Date:** May 28, 2013

## Mark Information

**Mark Literal Elements:** TENNANT BIOTRANSDUCER

**Standard Character Claim:** Yes. The mark consists of standard characters without claim to any particular font style, size, or color.

**Mark Drawing Type:** 4 - STANDARD CHARACTER MARK

**Disclaimer:** "BIOTRANSDUCER"

**Acquired Distinctiveness Claim:** In part

**Distinctiveness Limitation Statement:** As to "TENNANT"

## Related Properties Information

**Claimed Ownership of US Registrations:** 3157112

## Goods and Services

### Note:

The following symbols indicate that the registrant/owner has amended the goods/services:

- Brackets [...] indicate deleted goods/services;
- Double parenthesis ((.)) identify any goods/services not claimed in a Section 15 affidavit of incontestability; and
- Asterisks \*..\* identify additional (new) wording in the goods/services.

**For:** Medical apparatus and instruments for use in electromagnetic resonance therapy, namely, cybernetic biofeedback devices, interactive neuromuscular simulators, and diagnostic testing equipment

**International Class(es):** 010 - Primary Class

**U.S Class(es):** 026, 039, 044

**Class Status:** ACTIVE

**Basis:** 1(a)

**First Use:** Nov. 09, 2009

**Use in Commerce:** Nov. 09, 2009

## Basis Information (Case Level)

Filed Use: Yes

Currently Use: Yes

Filed ITU: No

Currently ITU: No

Filed 44D: No

Currently 44D: No

Filed 44E: No

Currently 44E: No

Filed 66A: No

Currently 66A: No

Filed No Basis: No

Currently No Basis: No

## Current Owner(s) Information

Owner Name: TENNANT DEVICES AND ACCESSORIES, LLC

Owner Address: 9901 VALLEY RANCH PARKWAY E #2000  
IRVING, TEXAS UNITED STATES 75063

Legal Entity Type: LIMITED LIABILITY COMPANY

State or Country: TEXAS  
Where Organized:

## Attorney/Correspondence Information

### Attorney of Record

Attorney Name: Jonathan W. Richards

Docket Number: 21024.4

Attorney Primary Email Address: [docketing@wnlaw.com](mailto:docketing@wnlaw.com)

Attorney Email Authorized: Yes

### Correspondent

Correspondent Name/Address: Jonathan W. Richards  
Workman Nydegger  
60 East South Temple #1000  
Salt Lake City, UTAH UNITED STATES 84111

Phone: (801) 533-9800

Fax: (801) 328-1707

Correspondent e-mail: [richards@wnlaw.com](mailto:richards@wnlaw.com) [mstringham@wnlaw.com](mailto:mstringham@wnlaw.com) [docketing@wnlaw.com](mailto:docketing@wnlaw.com)

Correspondent e-mail Authorized: Yes

### Domestic Representative - Not Found

## Prosecution History

Date	Description	Proceeding Number
May 23, 2024	AUTOMATIC UPDATE OF ASSIGNMENT OF OWNERSHIP	
Mar. 14, 2023	NOTICE OF ACCEPTANCE OF SEC. 8 & 9 - E-MAILED	
Mar. 14, 2023	REGISTERED AND RENEWED (FIRST RENEWAL - 10 YRS)	
Mar. 14, 2023	REGISTERED - SEC. 8 (10-YR) ACCEPTED/SEC. 9 GRANTED	
Mar. 13, 2023	CASE ASSIGNED TO POST REGISTRATION PARALEGAL	
Aug. 25, 2022	TEAS SECTION 8 & 9 RECEIVED	
Aug. 13, 2022	COURTESY REMINDER - SEC. 8 (10-YR)/SEC. 9 E-MAILED	
Sep. 10, 2018	NOTICE OF ACCEPTANCE OF SEC. 8 & 15 - E-MAILED	
Sep. 10, 2018	REGISTERED - SEC. 8 (6-YR) ACCEPTED & SEC. 15 ACK.	
Sep. 10, 2018	CASE ASSIGNED TO POST REGISTRATION PARALEGAL	
Aug. 29, 2018	TEAS SECTION 8 & 15 RECEIVED	
Aug. 13, 2018	COURTESY REMINDER - SEC. 8 (6-YR) E-MAILED	
Aug. 13, 2013	REGISTERED-PRINCIPAL REGISTER	
May 28, 2013	OFFICIAL GAZETTE PUBLICATION CONFIRMATION E-MAILED	
May 28, 2013	PUBLISHED FOR OPPOSITION	
May 08, 2013	NOTIFICATION OF NOTICE OF PUBLICATION E-MAILED	
Apr. 22, 2013	LAW OFFICE PUBLICATION REVIEW COMPLETED	
Apr. 19, 2013	ASSIGNED TO LIE	
Mar. 30, 2013	APPROVED FOR PUB - PRINCIPAL REGISTER	
Mar. 22, 2013	TEAS/EMAIL CORRESPONDENCE ENTERED	
Mar. 21, 2013	CORRESPONDENCE RECEIVED IN LAW OFFICE	
Mar. 21, 2013	TEAS RESPONSE TO OFFICE ACTION RECEIVED	

Mar. 09, 2013	NOTIFICATION OF NON-FINAL ACTION E-MAILED
Mar. 09, 2013	NON-FINAL ACTION E-MAILED
Mar. 09, 2013	NON-FINAL ACTION WRITTEN
Jan. 29, 2013	TEAS/EMAIL CORRESPONDENCE ENTERED
Jan. 28, 2013	CORRESPONDENCE RECEIVED IN LAW OFFICE
Jan. 28, 2013	TEAS RESPONSE TO OFFICE ACTION RECEIVED
Jan. 22, 2013	NOTIFICATION OF NON-FINAL ACTION E-MAILED
Jan. 22, 2013	NON-FINAL ACTION E-MAILED
Jan. 22, 2013	NON-FINAL ACTION WRITTEN
Jan. 12, 2013	ASSIGNED TO EXAMINER
Sep. 20, 2012	NEW APPLICATION OFFICE SUPPLIED DATA ENTERED
Sep. 20, 2012	NEW APPLICATION ENTERED

## TM Staff and Location Information

### TM Staff Information - None

#### File Location

**Current Location:** GENERIC WEB UPDATE

**Date in Location:** Mar. 14, 2023

## Assignment Abstract Of Title Information

### Summary

**Total Assignments:** 1

**Registrant:** Tennant Family, Ltd.

### Assignment 1 of 1

**Conveyance:** ASSIGNS THE ENTIRE INTEREST

**Reel/Frame:** [8432/0121](#)

**Pages:** 5

**Date Recorded:** May 16, 2024

**Supporting Documents:** [assignment-tm-8432-0121.pdf](#)

### Assignor

**Name:** [TENNANT FAMILY, LTD.](#)

**Execution Date:** Apr. 26, 2024

**Legal Entity Type:** LIMITED PARTNERSHIP

**State or Country:** TEXAS

**Where Organized:**

### Assignee

**Name:** [TENNANT DEVICES AND ACCESSORIES, LLC](#)

**Legal Entity Type:** LIMITED LIABILITY COMPANY

**State or Country:** TEXAS

**Where Organized:**

**Address:** 9901 VALLEY RANCH PARKWAY E #2000  
IRVING, TEXAS 75063

### Correspondent

**Correspondent Name:** MICHELLE STRINGHAM

**Correspondent Address:** 60 E. SOUTH TEMPLE, SUITE 1000  
SALT LAKE CITY, UT 84111

### Domestic Representative - Not Found

---

**From:** TMOOfficialNotices@USPTO.GOV  
**Sent:** Tuesday, March 14, 2023 11:18 PM  
**To:** XXXX  
**Cc:** XXXX; XXXX  
**Subject:** Official USPTO Notice of Acceptance and Renewal Sections 8 and 9: U.S. Trademark RN 4382782: TENNANT BIOTRANSDUCER: Docket/Reference No. 21024.4

---

**U.S. Serial Number:** 85731087  
**U.S. Registration Number:** 4382782  
**U.S. Registration Date:** Aug 13, 2013  
**Mark:** TENNANT BIOTRANSDUCER  
**Owner:** Tennant Family, Ltd.

Mar 14, 2023

### NOTICE OF ACCEPTANCE UNDER SECTION 8

The declaration of use or excusable nonuse filed for the above-identified registration meets the requirements of Section 8 of the Trademark Act, 15 U.S.C. §1058. **The Section 8 declaration is accepted.**

### NOTICE OF REGISTRATION RENEWAL UNDER SECTION 9

The renewal application filed for the above-identified registration meets the requirements of Section 9 of the Trademark Act, 15 U.S.C. §1059. **The registration is renewed.**

**The registration will remain in force for the class(es) listed below, unless canceled by an order of the Commissioner for Trademarks or a Federal Court, as long as the requirements for maintaining the registration are fulfilled as they become due.**

**Class(es):**  
010

TRADEMARK SPECIALIST  
POST-REGISTRATION DIVISION  
571-272-9500

---

### REQUIREMENTS FOR MAINTAINING REGISTRATION IN SUCCESSIVE TEN-YEAR PERIODS

**WARNING: Your registration will be canceled if you do not file the documents below during the specified statutory time periods.**

**What and When to File:** You must file a declaration of use (or excusable nonuse) **and** an application for renewal between every 9th and 10th-year period, calculated from the registration date. See 15 U.S.C. §§1058, 1059.

#### Grace Period Filings

The above documents will be considered as timely if filed within six months after the deadlines listed above with the payment of an additional fee.

**\*\*\*THE USPTO IS NOT REQUIRED TO SEND ANY FURTHER NOTICE OR REMINDER OF THESE REQUIREMENTS. THE OWNER SHOULD CONTACT THE USPTO ONE YEAR BEFORE THE EXPIRATION OF THE TIME PERIODS SHOWN ABOVE TO DETERMINE APPROPRIATE REQUIREMENTS AND FEES.\*\*\***

To check the status of this registration, go to [https://tsdr.uspto.gov/#caseNumber=85731087&caseSearchType=US\\_APPLICATION&caseType=SERIAL\\_NO&searchType=statusSearch](https://tsdr.uspto.gov/#caseNumber=85731087&caseSearchType=US_APPLICATION&caseType=SERIAL_NO&searchType=statusSearch) or contact the Trademark Assistance Center at 1-800-786-9199.

To view this notice and other documents for this registration on-line, go to [https://tsdr.uspto.gov/#caseNumber=85731087&caseSearchType=US\\_APPLICATION&caseType=SERIAL\\_NO&searchType=documentSearch](https://tsdr.uspto.gov/#caseNumber=85731087&caseSearchType=US_APPLICATION&caseType=SERIAL_NO&searchType=documentSearch) NOTE: This notice will only be available on-line the next business day after receipt of this e-mail.

\* **For further information, including information on filing and maintenance requirements for U.S. trademark applications and registrations and required fees, please consult the USPTO website at <https://www.uspto.gov/trademark/> or contact the Trademark Assistance Center at 1-800-786-9199.**

PTO- 1963

Approved for use through 01/31/2025. OMB 0651-0055

U.S. Patent and Trademark Office; U.S. DEPARTMENT OF COMMERCE

Under the Paperwork Reduction Act of 1995, no persons are required to respond to a collection of information unless it contains a valid OMB control number

## Combined Declaration of Use and/or Excusable Nonuse/Application for Renewal of Registration of a Mark under Sections 8 & 9

The table below presents the data as entered.

Input Field	Entered
<b>REGISTRATION NUMBER</b>	4382782
<b>REGISTRATION DATE</b>	08/13/2013
<b>SERIAL NUMBER</b>	85731087
<b>MARK SECTION</b>	
<b>MARK</b>	TENNANT BIOTRANSDUCER (see, <a href="#">mark</a> )
<b>ATTORNEY INFORMATION (current)</b>	
<b>NAME</b>	Jonathan W. Richards
<b>ATTORNEY BAR MEMBERSHIP NUMBER</b>	NOT SPECIFIED
<b>YEAR OF ADMISSION</b>	NOT SPECIFIED
<b>U.S. STATE/ COMMONWEALTH/ TERRITORY</b>	NOT SPECIFIED
<b>FIRM NAME</b>	Workman Nydegger
<b>STREET</b>	60 East South Temple #1000
<b>CITY</b>	Salt Lake City
<b>STATE</b>	Utah
<b>POSTAL CODE</b>	84111
<b>COUNTRY/REGION/JURISDICTION/U.S. TERRITORY</b>	United States
<b>PHONE</b>	(801) 533-9800
<b>FAX</b>	(801) 328-1707
<b>EMAIL</b>	docketing@wnlaw.com
<b>DOCKET/REFERENCE NUMBER</b>	21024.4
<b>ATTORNEY INFORMATION (proposed)</b>	
<b>NAME</b>	Jonathan W. Richards
<b>ATTORNEY BAR MEMBERSHIP NUMBER</b>	XXX
<b>YEAR OF ADMISSION</b>	XXXX
<b>U.S. STATE/ COMMONWEALTH/ TERRITORY</b>	XX
<b>FIRM NAME</b>	Workman Nydegger
<b>STREET</b>	60 East South Temple #1000
<b>CITY</b>	Salt Lake City
<b>STATE</b>	Utah
<b>POSTAL CODE</b>	84111



<b>COUNTRY/REGION/JURISDICTION/U.S. TERRITORY</b>	United States
<b>PHONE</b>	(801) 533-9800
<b>FAX</b>	(801) 328-1707
<b>EMAIL</b>	docketing@wnlaw.com
<b>DOCKET/REFERENCE NUMBER</b>	21024.4
<b>CORRESPONDENCE INFORMATION (current)</b>	
<b>NAME</b>	Jonathan W. Richards
<b>PRIMARY EMAIL ADDRESS FOR CORRESPONDENCE</b>	docketing@wnlaw.com
<b>SECONDARY EMAIL ADDRESS(ES) (COURTESY COPIES)</b>	jrichards@wnlaw.com; teller@wnlaw.com; mstringham@wnlaw.com
<b>DOCKET/REFERENCE NUMBER</b>	21024.4
<b>CORRESPONDENCE INFORMATION (proposed)</b>	
<b>NAME</b>	Jonathan W. Richards
<b>PRIMARY EMAIL ADDRESS FOR CORRESPONDENCE</b>	docketing@wnlaw.com
<b>SECONDARY EMAIL ADDRESS(ES) (COURTESY COPIES)</b>	jrichards@wnlaw.com; mstringham@wnlaw.com
<b>DOCKET/REFERENCE NUMBER</b>	21024.4
<b>GOODS AND/OR SERVICES SECTION</b>	
<b>INTERNATIONAL CLASS</b>	010
<b>GOODS OR SERVICES</b>	Medical apparatus and instruments for use in electromagnetic resonance therapy, namely, cybernetic biofeedback devices, interactive neuromuscular simulators, and diagnostic testing equipment
<b>SPECIMEN FILE NAME(S)</b>	
<b>JPG FILE(S)</b>	<a href="#">\\TICRS\EXPORT18\IMAGEOUT 18\857\310\85731087\xml2 \S890002.JPG</a>
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	<a href="#">\\TICRS\EXPORT18\IMAGEOUT 18\857\310\85731087\xml2 \S890005.JPG</a>
<b>ORIGINAL PDF FILE</b>	<a href="#">SPN0-7421424850-202208151 42354891946 . TennantBioT ransducerQuickStartGuide.pdf</a>
<b>CONVERTED PDF FILE(S) (13 pages)</b>	<a href="#">\\TICRS\EXPORT18\IMAGEOUT 18\857\310\85731087\xml2 \S890006.JPG</a>
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	<a href="\\TICRS\EXPORT18\IMAGEOUT 18\857\310\85731087\xml2\S890017.JPG">\\TICRS\EXPORT18\IMAGEOUT 18\857\310\85731087\xml2\S890017.JPG</a>
	<a href="\\TICRS\EXPORT18\IMAGEOUT 18\857\310\85731087\xml2\S890018.JPG">\\TICRS\EXPORT18\IMAGEOUT 18\857\310\85731087\xml2\S890018.JPG</a>
<b>SPECIMEN DESCRIPTION</b>	Screenshots of webpages where products are explained and sold and quick-start guide for product.
<b>WEBPAGE URL</b>	<a href="https://senenergy.us/tennant-biomodulator-device-packages/">https://senenergy.us/tennant-biomodulator-device-packages/</a>
<b>WEBPAGE DATE OF ACCESS</b>	08/15/2022
<b>WEBPAGE URL</b>	<a href="https://senenergy.us/tennant-biotransducer-pro/">https://senenergy.us/tennant-biotransducer-pro/</a>
<b>WEBPAGE DATE OF ACCESS</b>	08/15/2022
<b>OWNER SECTION (current)</b>	
<b>NAME</b>	Tennant Family, Ltd.
<b>MAILING ADDRESS</b>	3009 Edgewood Lane
<b>CITY</b>	Colleyville
<b>STATE</b>	Texas
<b>ZIP/POSTAL CODE</b>	76034
<b>COUNTRY/REGION/JURISDICTION/U.S. TERRITORY</b>	United States
<b>OWNER SECTION (proposed)</b>	
<b>NAME</b>	Tennant Family, Ltd.
<b>MAILING ADDRESS</b>	3009 Edgewood Lane
<b>CITY</b>	Colleyville
<b>STATE</b>	Texas
<b>ZIP/POSTAL CODE</b>	76034
<b>COUNTRY/REGION/JURISDICTION/U.S. TERRITORY</b>	United States
<b>EMAIL</b>	XXXX
<b>LEGAL ENTITY SECTION (current)</b>	

TYPE	corporation
STATE/COUNTRY/REGION/JURISDICTION/U.S. TERRITORY OF INCORPORATION	Texas
<b>PAYMENT SECTION</b>	
NUMBER OF CLASSES	1
NUMBER OF CLASSES PAID	1
COMBINED §§ 8 & 9 DECLARATION/APPLICATION FILING FEE	525
TOTAL FEE PAID	525
<b>SIGNATURE SECTION</b>	
SIGNATURE	/jonathanwrichards_29843/
SIGNATORY'S NAME	Jonathan W. Richards
SIGNATORY'S POSITION	Attorney of Record, Utah Bar Member
DATE SIGNED	08/24/2022
SIGNATORY'S PHONE NUMBER	8015339800
SIGNATURE METHOD	Sent to third party for signature
PAYMENT METHOD	CC
<b>FILING INFORMATION</b>	
SUBMIT DATE	Thu Aug 25 10:32:02 ET 2022
TEAS STAMP	USPTO/S08N09-XX.XXX.XXX.X X-20220825103203589707-43 82782-8005172b7a6855c44d2 a9929939667e2aec4cd30cfd9 55713f8a89d9f67ab1755-CC- 32023681-2022081514235489 1946

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Approved for use through 01/31/2025. OMB 0651-0055

U.S. Patent and Trademark Office; U.S. DEPARTMENT OF COMMERCE

Under the Paperwork Reduction Act of 1995, no persons are required to respond to a collection of information unless it contains a valid OMB control number

## **Combined Declaration of Use and/or Excusable Nonuse/Application for Renewal of Registration of a Mark under Sections 8 & 9**

### **To the Commissioner for Trademarks:**

**REGISTRATION NUMBER:** 4382782

**REGISTRATION DATE:** 08/13/2013

**MARK:** TENNANT BIOTRANSDUCER

**Current:** The owner, Tennant Family, Ltd., a corporation of Texas, having an address of  
3009 Edgewood Lane  
Colleyville, Texas 76034  
United States

**Proposed:** The owner, Tennant Family, Ltd., a corporation of Texas, having an address of  
3009 Edgewood Lane  
Colleyville, Texas 76034  
United States  
XXXX

is filing a Combined Declaration of Use and/or Excusable Nonuse/Application for Renewal of Registration of a Mark under Sections 8 & 9.

For International Class 010, the mark is in use in commerce on or in connection with **all** goods/services, or to indicate membership in the collective membership organization, listed in the existing registration for this specific class: Medical apparatus and instruments for use in electromagnetic resonance therapy, namely, cybernetic biofeedback devices, interactive neuromuscular simulators, and diagnostic testing equipment ; or, the owner is making the listed excusable nonuse claim.

The owner is submitting one(or more) specimen(s) showing the mark as used in commerce on or in connection with any item in this class, consisting of a(n) Screenshots of webpages where products are explained and sold and quick-start guide for product..

**JPG file(s):**

[Specimen File1](#)

[Specimen File2](#)

[Specimen File3](#)

[Specimen File4](#)

**Original PDF file:**

[SPN0-7421424850-202208151 42354891946 \\_ \\_TennantBioT ransducerQuickStartGuide.pdf](#)

**Converted PDF file(s)** (13 pages)

[Specimen File1](#)

[Specimen File2](#)

[Specimen File3](#)

[Specimen File4](#)

[Specimen File5](#)

[Specimen File6](#)

[Specimen File7](#)

[Specimen File8](#)

[Specimen File9](#)

[Specimen File10](#)

[Specimen File11](#)

[Specimen File12](#)

[Specimen File13](#)

Webpage URL: <https://senergy.us/tennant-biomodulator-device-packages/>

Webpage Date of Access: 08/15/2022

Webpage URL: <https://senergy.us/tennant-biotransducer-pro/>

Webpage Date of Access: 08/15/2022

The owner's/holder's current attorney information: Jonathan W. Richards. Jonathan W. Richards of Workman Nydegger, is located at

60 East South Temple #1000  
Salt Lake City, Utah 84111  
United States

The docket/reference number is 21024.4.

The phone number is (801) 533-9800.

The fax number is (801) 328-1707.

The email address is [docketing@wnlaw.com](mailto:docketing@wnlaw.com)

The owner's/holder's proposed attorney information: Jonathan W. Richards. Jonathan W. Richards of Workman Nydegger, is a member of the XX bar, admitted to the bar in XXXX, bar membership no. XXX, is located at

60 East South Temple #1000  
Salt Lake City, Utah 84111  
United States

The docket/reference number is 21024.4.

The phone number is (801) 533-9800.

The fax number is (801) 328-1707.

The email address is [docketing@wnlaw.com](mailto:docketing@wnlaw.com)

Jonathan W. Richards submitted the following statement: The attorney of record is an active member in good standing of the bar of the highest court of a U.S. state, the District of Columbia, or any U.S. Commonwealth or territory.

**Correspondence Information (current):**

Jonathan W. Richards

PRIMARY EMAIL FOR CORRESPONDENCE: [docketing@wnlaw.com](mailto:docketing@wnlaw.com)

SECONDARY EMAIL ADDRESS(ES) (COURTESY COPIES): [jrichards@wnlaw.com](mailto:jrichards@wnlaw.com); [teller@wnlaw.com](mailto:teller@wnlaw.com); [mstringham@wnlaw.com](mailto:mstringham@wnlaw.com)

The docket/reference number is 21024.4.

**Correspondence Information (proposed):**

Jonathan W. Richards

PRIMARY EMAIL FOR CORRESPONDENCE: [docketing@wnlaw.com](mailto:docketing@wnlaw.com)

SECONDARY EMAIL ADDRESS(ES) (COURTESY COPIES): [jrichards@wnlaw.com](mailto:jrichards@wnlaw.com); [mstringham@wnlaw.com](mailto:mstringham@wnlaw.com)

The docket/reference number is 21024.4.

**Requirement for Email and Electronic Filing:** I understand that a valid email address must be maintained by the owner/holder and the owner's/holder's attorney, if appointed, and that all official trademark correspondence must be submitted via the Trademark Electronic Application System (TEAS).

A fee payment in the amount of \$525 will be submitted with the form, representing payment for 1 class(es), plus any additional grace period fee, if necessary.

**Declaration**

- ☒ Unless the owner has specifically claimed excusable nonuse, the mark is in use in commerce on or in connection with the goods/services or to indicate membership in the collective membership organization identified above, as evidenced by the attached specimen(s).
- ☒ Unless the owner has specifically claimed excusable nonuse, the specimen(s) shows the mark as currently used in commerce on or in connection with the goods/services/collective membership organization.
- ☒ The registrant requests that the registration be renewed for the goods/services/collective organization identified above.
- ☒ To the best of the signatory's knowledge, information, and belief, formed after an inquiry reasonable under the circumstances, the allegations and other factual contentions made above have evidentiary support.

- ☒ The signatory being warned that willful false statements and the like are punishable by fine or imprisonment, or both, under 18 U.S.C. § 1001, and that such willful false statements and the like may jeopardize the validity of this submission and the registration, declares that all statements made of his/her own knowledge are true and all statements made on information and belief are believed to be true.

Signature: /jonathanwrichards\_29843/ Date: 08/24/2022  
Signatory's Name: Jonathan W. Richards  
Signatory's Position: Attorney of Record, Utah Bar Member  
Signatory's Phone: 8015339800  
Signature method: Sent to third party for signature

**Mailing Address (current):**  
Workman Nydegger  
60 East South Temple #1000  
Salt Lake City, Utah 84111

**Mailing Address (proposed):**  
Workman Nydegger  
60 East South Temple #1000  
Salt Lake City, Utah 84111

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## Tennant BioModulator® and Tennant BioTransducer® Devices



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Tennant BioTransducer® Pro

## DR. TENNANT'S BIOTRANSDUCER® PRO



### What is the Tennant BioTransducer® Pro?

The BioTransducer® is not a laser. The BioTransducer® can be used through clothing allowing the BioModulator® therapies to be delivered anywhere on the body without the need of direct skin contact.

The BioTransducer® is not a laser. The BioTransducer® can be used through clothing allowing the BioModulator® therapies to be delivered anywhere on the body without the need of direct skin contact.



### What is the difference between the BioTransducer® Crystal Wave and Pro?

If you are familiar with our BioTransducer® Crystal Wave, you know that it is powered solely from the BioModulator®. The BioTransducer® Pro is much stronger, therefore requires the additional power from the internal lithium battery. Be sure both the BioTransducer® Pro power and the BioModulator® are turned on when you are doing treatments.



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### What does the BioTransducer® Pro feel like?

Some users experience a subtle tingle or sensation of warmth from the BioTransducer®. Most people don't feel any sensations when using the BioTransducer®. You may feel initial apprehension about providing therapy to yourself or others. When you carefully follow the instructions and directions, there's no need to be concerned. The devices and therapy steps were created with the knowledge that application will be general and does not have to be precisely aligned with any given point of area. Even if you are providing the therapy to a different area than intended, it is not harmful and, in most cases, will still benefit you.


---


### How do I use the BioTransducer® Pro?

#### Setting Up Your BioTransducer® Pro

Connect the USB cord to your BioTransducer® Pro and the A/C adaptor to charge

- It takes 6 hours to charge to full capacity and therefore should be charged overnight.
- One charge lasts 3 days, depending on use.
- It is best to treat like a cell phone, don't run the battery completely down

 **NOTE:** Prior to using your BioTransducer® Pro for therapy, you must balance the polarity of your body. Refer to pg. 2 of the 4-Step Protocol Guide for instructions on balancing polarity. [Read & download the full PDF on the Daily Protocol](#)



# GUIDE TO USING YOUR **BIOTRANSDUCER® PRO**

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**BIOTRANSDUCER®**

**TECHNOLOGY**

**FOR**

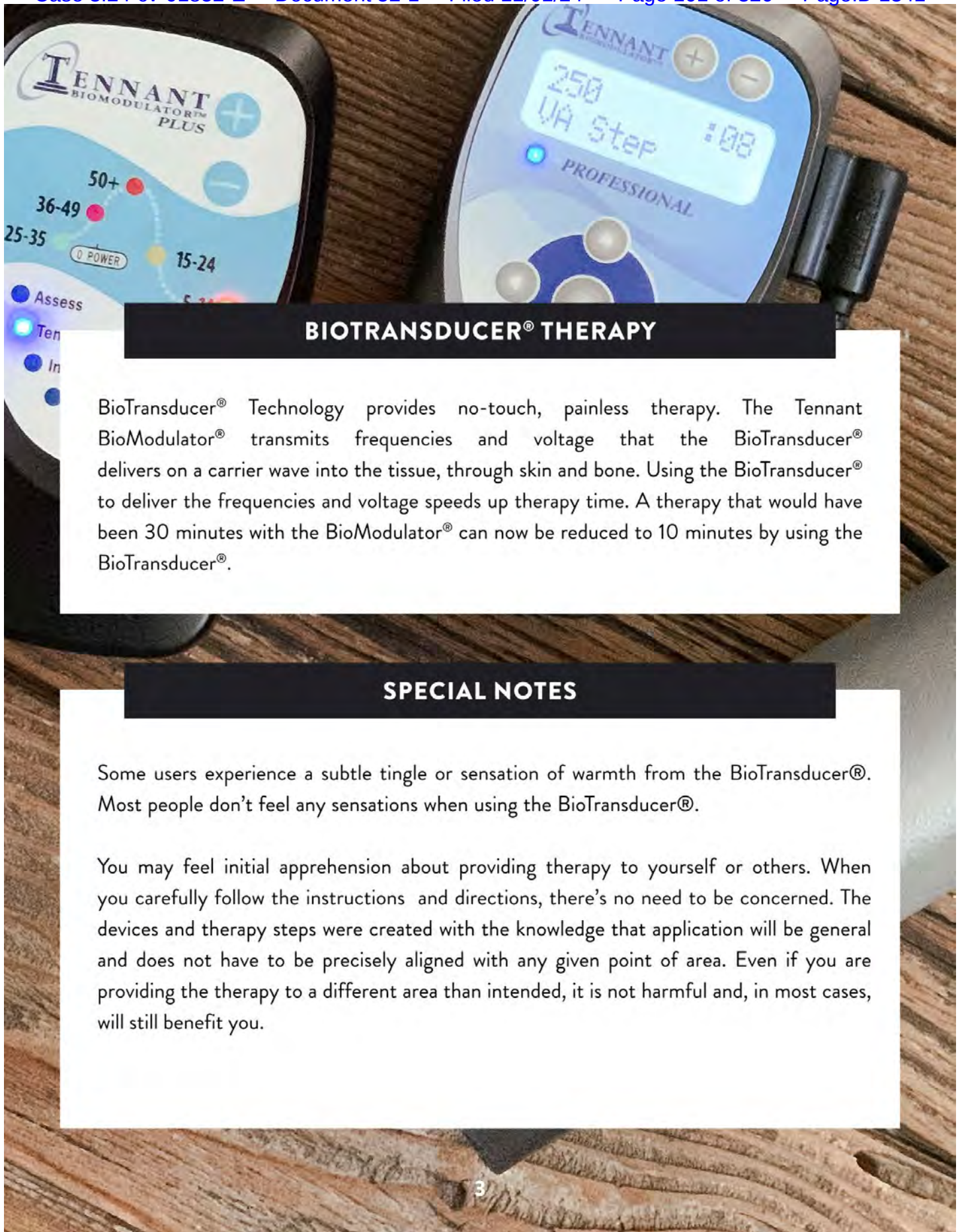
**TENNANT**

**BIOMODULATOR®**

BioTransducer® technology is a new approach to health care for the 21st Century. The BioTransducer® is powered by your Tennant BioModulator®. It provides therapy that addresses the underlying cause of pain and inflammation without drugs or invasive medical procedures. The BioTransducer® is not a laser.

The BioTransducer® can be used through clothing allowing the BioModulator® therapies to be delivered anywhere on the body without the need of direct skin contact.





## BIOTRANSDUCER® THERAPY

BioTransducer® Technology provides no-touch, painless therapy. The Tennant BioModulator® transmits frequencies and voltage that the BioTransducer® delivers on a carrier wave into the tissue, through skin and bone. Using the BioTransducer® to deliver the frequencies and voltage speeds up therapy time. A therapy that would have been 30 minutes with the BioModulator® can now be reduced to 10 minutes by using the BioTransducer®.

## SPECIAL NOTES

Some users experience a subtle tingle or sensation of warmth from the BioTransducer®. Most people don't feel any sensations when using the BioTransducer®.

You may feel initial apprehension about providing therapy to yourself or others. When you carefully follow the instructions and directions, there's no need to be concerned. The devices and therapy steps were created with the knowledge that application will be general and does not have to be precisely aligned with any given point of area. Even if you are providing the therapy to a different area than intended, it is not harmful and, in most cases, will still benefit you.

## SETTING UP YOUR BT<sup>®</sup> PRO

Connect the USB cord to your BioTransducer<sup>®</sup> Pro and the A/C adaptor to charge it

- It usually takes 6 - 8 hours to charge to full capacity and therefore should be charged overnight.
- Go ahead and charge it up overnight the first day, so you know you are starting with a full charge.
- When you plug in the charging cord, and your BioTransducer Pro is charging, you will see a small red light next to the charging cord, to indicate it is charging.
- When charging is complete the light will turn green. If the light is still red after charging it all night, it may need a few more hours. There have been a few that took 15 - 20 hours to get the green light.
- One charge lasts approximately 8 hours of therapy time, so after about 7 hours of use, go ahead and charge it up overnight.
- It is best to treat your BioTransducer Pro like a cell phone, don't run the battery completely down.
- Only use the USB charging cord that came with your BioTransducer Pro. An iPhone cord will not work!

**PLEASE NOTE:** Prior to using your BioTransducer<sup>®</sup> Pro for therapy, you must balance the polarity of your body. Refer to pg. 2 of the *Daily Protocol Guide* for instructions on balancing polarity.

*Doing the "Daily Protocol" is recommended*



# INSTRUCTIONS FOR USE

1. Connect the BioTransducer® to the Tennant BioModulator® with the connection wire.  
*Use care when plugging the wire into the port on the BioModulator®. You can cause damage to your BioModulator® if it is knocked or bumped when plugged in. It is very important to remove the plug when not in use.*
2. Turn on your BioModulator® (Pro or Plus).
3. Set the mode:
  - **For BioModulator® Plus:**
    - **TEN-8** for pain and inflammation related to muscle, bone, ligament and tendons.
    - **INFINITY** for all other issues related to organs and general health.
    - **INFINITY** for eye treatment.
  - **For BioModulator® Pro:**
    - Set the mode of your choice based on what you want to work on. Refer to the handout which, lists the modes you have to choose from at the end of this document.
    - **VA-STEP** for eye treatment.
4. Adjust the power by pressing the + and - buttons. Since there is no skin contact you may increase the power as high as you want when using it on the body.  
*When using it on the eyes set the power as is indicated in the eye treatment section (pg 7).*
5. Point the BioTransducer® at the area of concern, holding it between 1-2 inches away from the skin and point at the pain point.
6. As a general guideline, therapy times are flexible just as they are when using the BioModulator® alone.

For example :

- a) 5 – 15 minutes for minor issues and for general use.
- b) Longer for more serious conditions.

*When treating an injury it is important to start treatment immediately.  
Immediate treatments have shown a significant difference in recovery time for clients.*

## INTERNAL LITHIUM BATTERY CARE

All lithium batteries create heat, so it will be normal to feel some heat from the battery compartment. The BioTransducer® Pro was specifically designed to cut down on length of therapy time, with the average time being 5-15 minutes.

With that said, you may choose to have longer therapy times (30-40 minutes). If you feel your battery compartment growing warm, we recommend turning the BioTransducer® off for 5-10 minutes, allowing it to cool down, then restart your therapy. When a lithium battery is continuously used when hot, the battery life is compromised.

*Knowing how to care for your lithium batteries will ensure the longevity and health of the batteries. Follow these guidelines, and you will easily get 500 charge/discharge battery lifecycles:*

- Keep batteries at room temperature (70-75° F or 20-25° C).  
*Never leave outside to charge, especially if it is hot – heat will destroy the battery life.*
- Do not let the battery go completely dead. Charge it overnight after about 7 hours of use.
- Do not use your BioTransducer® Pro overnight while you are sleeping.

## TRAVELING WITH YOUR BIOTRANSDUCER® PRO

*Prior to boarding a plane, please follow these guidelines for your BioTransducer® Pro:*

- Must be in your carry-on luggage, as you cannot check bags that contain lithium batteries. *TSA requires lithium-containing items (such as cell phones, laptops, portable rechargers, and your BioTransducer®) to be kept with the passenger at all times.*





# EYE THERAPY

## TREATING EYES WITH THE BIOTRANSDUCER® PRO

### SETTINGS:



**FOR PRO**  
Set Mode to  
**VA-Step.**  
Set Power to  
**250.**

OR



**FOR PLUS**  
Set Mode to  
**Infinity.**  
Set Power to  
**solid orange dot.**



### POSITION:

Hold the BioTransducer® Pro at the temple, shining the light through the side of the eye



### DURATION:

Treat **the weaker side** for **7 minutes.**

*BT Pro only requires treating one side, but you may treat both if you desire.  
Only treat eyes for a maximum of 10 minutes twice a day.*

## THE HISTORY OF SCALAR ENERGY

There are two types of energy on the planet: scalar and electromagnetic.

*The Tennant BioTransducer® emits scalar energy.*

*The Tennant BioModulator® emits electromagnetic energy.*

In 1873, James Clerk Maxwell, a Scottish scientist in the field of mathematical physics, was the first to describe scalar (subtle) energy and the distinctions between scalar and electromagnetic energies. His most notable achievement was formulating the classical theory of electromagnetic radiation, which, for the first time, brought together electricity, magnetism, and light as manifestations of the same phenomenon. Maxwell's equations for electromagnetism have been called the "second great unifications in physics" only after Sir Isaac Newton's realizations. His contributions to science are considered to be of the same magnitude as those of Newton and Albert Einstein.

In 1884, Oliver Heaviside simplified Maxwell's complex set of equations, reducing them down to the four differential equations now taught today as Maxwell's Equations. However, these newly revamped equations left out the complexities of Maxwell's theory of subtle energy and the connection between light and electromagnetism. Now, modern physics continues to only teach Heaviside's version, thus excluding the subtle energy because it is difficult to measure, even though the theory has been proven correct.

Modern science and medicine will continue to deny subtle energy until someone invents a device that can easily measure it, just as scientists believed the world was flat until Magellan sailed around the world.

Ibrahim Karim, PhD., an Egyptian archaeologist and expert in ancient Egyptian physics, developed a device that detects and responds to scalar energy. Thus, we can use it to show that the BioTransducer® emits scalar energy.

There is an argument about the difference between scalar and electromagnetic energies. Most believe that magnet and sound are forms of scalar energy. Scalar is also believed to travel into anything that is alive (Golden Mean) or anything that is a Platonic Solid (sphere, cube, pyramid, etc.).

Dr. Tennant believes that scalar energy is actually very low frequencies of the electromagnetic spectrum. For example, it takes 1.67 minutes for 0.01 Hz to make one wave. Thus, most measuring devices would either say that it isn't moving at all or that it's moving sideways instead of forward.



# Tennant BioModulator Pro - Modes

Mode Name / Frequency	Features – Types of things the program can help with
Assess (R) 60 Hz	Measurement – used to measure the BioTerminal points and other areas of the body, gives a <i>(voltage reaction)</i> reading. <b>This is used with the electrode on the back of the device, placed firmly on skin.</b>
Ten-8™ (R) 24 - 30 Hz	Pain & Injuries of Muscle, Tissue, Bone and Inflammation. - <b>Used with BioTransducer or any electrodes</b>
Infinity™ 29 -121 Hz	Organs and Overall General Health - <b>*Use this when you don't know what program to use.</b>
Automatic (R) 29 -121 Hz	Access (Measurement) + 1 Minute Therapy (Infinity Mode) This is helpful when you are measuring yourself and want to see if you can improve low areas with a quick 1 minute therapy of Infinity. <b>Use with electrode on back of device.</b>
SCR 147 (R) 147 Hz	Scars - This program is used to work on scars where energy blockage can be found, for the purpose of good energy flow through scar tissue. <b>Use with BioTransducer and soreness oil</b>
BioTerminal® Step (BT Step) 8 -35 Hz	This program will do all the BioTerminal points for 30 seconds each, and repeats. <b>Use with footplates and hand grips or BioTransducer (Can be used to balance body and emotions)</b>
BioTerminal® Crown (BT-CR) (R) 15.18 Hz	Used to offer more voltage to this BioTerminal Point- Bring it back in balance.
BioTerminal® Head (BT-HD) (R) 13.53 Hz	Used to offer more voltage to this BioTerminal Point- Bring it back in balance.
BioTerminal® Neck (BT-NK) (R) 12.05 Hz	Used to offer more voltage to this BioTerminal Point- Bring it back in balance.
BioTerminal® Chest (BT-CH) (R) 10.74 Hz	Used to offer more voltage to this BioTerminal Point- Bring it back in balance.
BioTerminal® Abdomen(BT-Ab)(R) 10.14 Hz	Used to offer more voltage to this BioTerminal Point- Bring it back in balance.
BioTerminal® Pelvic (BT-PV) (R) 9.01 Hz	Used to offer more voltage to this BioTerminal Point- Bring it back in balance.
BioTerminal® Base (BT-BA) (R) 8.02 Hz	Used to offer more voltage to this BioTerminal Point- Bring it back in balance.
Visual Acuity (VA step) 4 -1555 Hz and Infinity	Used to help with eye therapies. This program is used with the BioTransducer placed at the side of temple inline with the eye. <i>See BioTransducer Instructions for specifics on eye treatments.</i> <b>*This is also a great program for all areas of the body</b>
Tennant Pain Management (TEN PM) 0.5 - 304 Hz	Pain & Injuries of Muscle, Tissue, Bone and Inflammation. - <b>Used with BioTransducer or any electrodes</b>
Solfeggio Musical Notes 174, 285, 396, 417, 528, 639, 741, 852, 963 Hz	This program has the frequencies of musical notes, resonates well with all areas of the body. (is used plugged into footplates and hand grips and with the Transducer) Overall General Health - <b>* This is one of the best programs to choose, when you don't know what program to use.</b>
Harmonics (Schumann Waves) 7.83 -33.8 Hz	Grounding, like walking barefoot. Use for correcting polarity and when you have been around a lot of EMF, computers, Wi-Fi - <b>Used with BioTransducer for Polarity correction but can also be used for grounding with electrodes.</b>

Mode Name / Frequency		Features
Delta Brain Waves	0.5 - 4.0 Hz	Deepest meditation and deep restorative sleep, Dreamless sleep. Healing and Rejuvenation. Delta waves suspend external awareness (located at back of head) - <b>Occipital Lobe - Use with the BioTransducer</b>
Theta Brain Waves	3 - 8 Hz	Trance or hypnotic state more susceptible to hypnosis, daydream, twilight state, dream state, REM sleep. Subconscious, creativity and intuition. Improved memory, inspiration and spiritual connection, Improved physical healing, Release of beneficial hormones related to health and longevity. Reduction of mental fatigue, anxiety, and stress. Overall bliss and contentment (located above the ear) <b>Temporal lobe - Use with the BioTransducer</b>
Alpha Brain Waves	7 - 12 Hz	'Frequency Bridge' between our conscious thinking (Beta) and subconscious (Theta) mind. known to help calm you down and promote feelings of deeper relaxation. Positive Thinking, Aid overall mental coordination, calmness, alertness, mind/body integration and learning, deep studying (located at top of the head) – <b>Parietal Lobe - BioTransducer</b>
Beta Brain Waves	12 - 31.2 Hz	Normal Wakeful State, productivity, concentration, and alertness improved logic, reasoning, and critical thinking (located at front of head-) <b>Frontal Lobe - Use with the BioTransducer</b>
Gamma Brain Waves	32 - 43 Hz	High Performance, perception is heightened, peak mental state. Improve memory and processing of information from different brain areas. Pass information rapidly and quietly. - <b>Cerebellum</b> - Lower back of the head- <i>Research suggests that people with learning difficulties or impaired mental processing may not produce as many gamma waves.</i>
Chakra Step (CH step)	126 - 272 Hz	Cycles between all Chakra frequencies every 30 seconds, and repeats. - <b>Use with the BioTransducer</b>
Chakra Root (CH Rt) (R)	194 Hz	Treat with BioTransducer from the back-Located at Base between the legs (Perineum)
Chakra Sacrum (CH Sac) (R)	210 Hz	Treat with BioTransducer from the back-Located two inches below the navel and center of the pelvis (backside)
Chakra Solar Plexus (CH Solrp) (R)	126 Hz	Treat with BioTransducer from the back-Located along your spine and above the navel, in the upper abdomen (backside)
Chakra Heart (CH Ht) (R)	136 Hz	Treat with BioTransducer from the back-Located back center of chest (backside)
Chakra Throat (CH Thr) (R)	141 Hz	Treat with BioTransducer from the back-Located back of Neck
Chakra 3rd Eye (CH 3rd) (R)	221 Hz	Treat with BioTransducer from back of head opposite of Forehead
Chakra Crown (CH Crn) (R)	172 Hz	Treat with BioTransducer –Top of Head
Chakra 8th (CH 8th)(R)	272 Hz	Treat with BioTransducer from back -Located arms length above your head (above the crown)
Blue Relax(R)	82 Hz	Similar to Assess but provides higher frequency output. Measures the body and gives a reaction reading.
Modulate	139 - 147 Hz	Acute pain and inflammation.
Stimulate	28 - 111 Hz	Scenar (FM/Var) Pain and inflammation- modulates both power output and frequency to reduce accommodation.
Deep Stim	30 - 121 Hz	Scenar (SW/Var) Pain and inflammation- multiple pulses and modulates both power output and frequency.
Blue Stim	22, 163, 22 Hz	Scenar - Pain and inflammation- this mode outputs multiple pulses and modulates frequency.
Acute	121 Hz	Scenar Russian technology – New Injury



Mode Name / Frequency		Features
Power 1	57 - 122 Hz	Toning face (when using on the face keep the power level below 35 and only treat for 1 - 2 minutes on each area, on clean dry skin) - <b>Most people use the Face Electrode for toning the face.</b>
Power Plus	57 - 122 Hz	Toning of muscles (has modulation) - <b>Use electrode pads for toning large muscle groups.</b>
Power Advanced	57 - 122 Hz	Toning Body (higher intensity of pulses) <b>When toning the larger muscle groups like the abs the electrode pads work well.</b>
Power Intense	57 - 122 Hz	Toning Abs Muscles, Arms, Thighs ( higher intensity of pulses) <b>Use electrode pads for toning large muscle groups.</b>
PG 2500	2300 - 2500 Hz	Highest Hertz- Outer energy field. <b>Use with the Transducer.</b>
HGH	1725, 645, 1342 Hz	Human Growth Hormone - <b>Most people use this with the Transducer.</b>
Repetitive Stimulate (R-Stim)	2500 Hz	Used by Physical Therapists
Fast T (R)	500 Hz	Used by Physical Therapists- Fast Twitch Muscle Fibers
Slow T (R)	250 Hz	Used by Physical Therapists- Slow Twitch Muscle Fibers
Lung (LU) (R)	824 Hz	Use by Acupuncturist-to treat meridian and to target organ for treatment - <b>Used with BioTransducer or any electrodes</b>
Pericardium (PC) (R)	530 Hz	Use by Acupuncturist-to treat meridian and to target organ for treatment - <b>Used with BioTransducer or any electrodes</b>
Heart (HT) (R)	497 Hz	Use by Acupuncturist-to treat meridian and to target organ for treatment - <b>Used with BioTransducer or any electrodes</b>
Small Intestine (SI) (R)	791 Hz	Use by Acupuncturist-to treat meridian and to target organ for treatment - <b>Used with BioTransducer or any electrodes</b>
Triple Burner (TE) (R)	732 Hz	Chinese Medicine - Upper - Heart, Lungs, Pericardium, , Middle -Spleen, Stomach, Gallbladder and Lower -Liver, Kidneys, Urinary Bladder, Small Intestine, Large Intestine and Uterus. <b>Use BioTransducer at - TB04 is located 'on transverse crease of dorsum of wrist in depression lateral to tendon of extensor digitorum communis.</b>
Large Intestine (LI) (R)	553 Hz	Use by Acupuncturist-to treat meridian and to target organ for treatment - <b>Used with BioTransducer or any electrodes</b>
Spleen (SP) (R)	702 Hz	Use by Acupuncturist-to treat meridian and to target organ for treatment - <b>Used with BioTransducer or any electrodes</b>
Liver (LR) (R)	442 Hz	Use by Acupuncturist-to treat meridian and to target organ for treatment - <b>Used with BioTransducer or any electrodes</b>
Kidney (KI) (R)	608 Hz	Use by Acupuncturist-to treat meridian and to target organ for treatment - <b>Used with BioTransducer or any electrodes</b>
Bladder (BL) (R)	667 Hz	Use by Acupuncturist-to treat meridian and to target organ for treatment - <b>Used with BioTransducer or any electrodes</b>
Gallbladder (GB) (R)	583 Hz	Use by Acupuncturist-to treat meridian and to target organ for treatment - <b>Used with BioTransducer or any electrodes</b>
Stomach (ST) (R)	471 Hz	Use by Acupuncturist-to treat meridian and to target organ for treatment - <b>Used with BioTransducer or any electrodes</b>
Advanced Mode (AVA)	0.5 - 1565 Hz	Where you can program additional frequencies to create additional therapy modes.
Memorized Mode (VAZ 4, 3, 2, 1)		Where you save the personalized modes, you created with the AVA program.
Emergency (ER)	24 - 30 Hz	Use in an Emergency for snake and spider bites as taught in the conference. Double select middle button takes you instantly to maximum power. - <b>This is used with the electrode on the back of the device, placed firmly on skin.</b>



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**Serial Number:** 85731087



**RAM Sale Number:** 4382782

**RAM Accounting Date:** 20220825

**Total Fees:** \$525

Note: Process in accordance with Post Registration Standard Operating Procedure (SOP)

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\$8 affidavit	7205	20220825	\$225	1	1	\$225
Application for Renewal (§9)	7201	20220825	\$300	1	1	\$300

Physical Location: MADCD- NO PHYSICAL FILE

Lost Case Flag: False

In TICRS (AM-FLG-IN-TICRS): True

**Transaction Date:** 20220825



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Tennant BioTransducer® Pro

DR. TENNANT'S BIOTRANSDUCER® PRO







### What is the Tennant BioTransducer® Pro?

The BioTransducer® is not a laser. The BioTransducer® can be used through clothing allowing the BioModulator® therapies to be delivered anywhere on the body without the need of direct skin contact.

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### What is the difference between the BioTransducer® Crystal Wave and Pro?

If you are familiar with our BioTransducer® Crystal Wave, you know that it is powered solely from the BioModulator®. The BioTransducer® Pro is much stronger, therefore requires the additional power from the internal lithium battery. Be sure both the BioTransducer® Pro power and the BioModulator® are turned on when you are doing treatments.



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### What does the BioTransducer® Pro feel like?

Some users experience a subtle tingle or sensation of warmth from the BioTransducer®. Most people don't feel any sensations when using the BioTransducer®. You may feel initial apprehension about providing therapy to yourself or others. When you carefully follow the instructions and directions, there's no need to be concerned. The devices and therapy steps were created with the knowledge that application will be general and does not have to be precisely aligned with any given point of area. Even if you are providing the therapy to a different area than intended, it is not harmful and, in most cases, will still benefit you.


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### How do I use the BioTransducer® Pro?

#### Setting Up Your BioTransducer® Pro

Connect the USB cord to your BioTransducer® Pro and the A/C adaptor to charge

- It takes 6 hours to charge to full capacity and therefore should be charged overnight.
- One charge lasts 3 days, depending on use
- It is best to treat like a cell phone, don't run the battery completely down

 **NOTE:** Prior to using your BioTransducer® Pro for therapy, you must balance the polarity of your body. Refer to pg. 2 of the 4-Step Protocol Guide for instructions on balancing polarity. [Read & download the full PDF on the Daily Protocol](#)





# GUIDE TO USING YOUR **BIOTRANSDUCER® PRO**

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**BIOTRANSDUCER®**

**TECHNOLOGY**

**FOR**

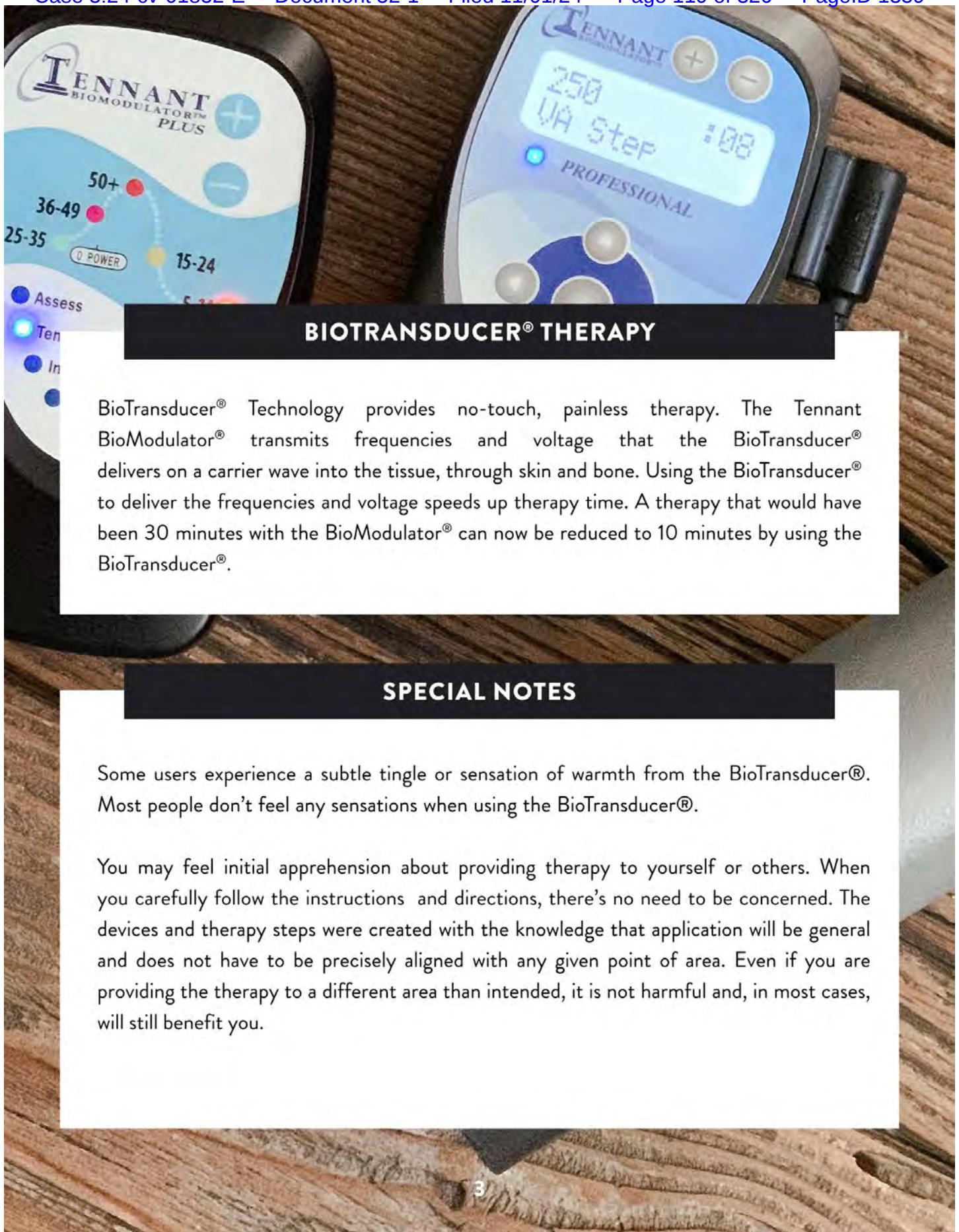
**TENNANT**

**BIOMODULATOR®**

BioTransducer® technology is a new approach to health care for the 21st Century. The BioTransducer® is powered by your Tennant BioModulator®. It provides therapy that addresses the underlying cause of pain and inflammation without drugs or invasive medical procedures. The BioTransducer® is not a laser.

The BioTransducer® can be used through clothing allowing the BioModulator® therapies to be delivered anywhere on the body without the need of direct skin contact.





## BIOTRANSDUCER® THERAPY

BioTransducer® Technology provides no-touch, painless therapy. The Tennant BioModulator® transmits frequencies and voltage that the BioTransducer® delivers on a carrier wave into the tissue, through skin and bone. Using the BioTransducer® to deliver the frequencies and voltage speeds up therapy time. A therapy that would have been 30 minutes with the BioModulator® can now be reduced to 10 minutes by using the BioTransducer®.

## SPECIAL NOTES

Some users experience a subtle tingle or sensation of warmth from the BioTransducer®. Most people don't feel any sensations when using the BioTransducer®.

You may feel initial apprehension about providing therapy to yourself or others. When you carefully follow the instructions and directions, there's no need to be concerned. The devices and therapy steps were created with the knowledge that application will be general and does not have to be precisely aligned with any given point of area. Even if you are providing the therapy to a different area than intended, it is not harmful and, in most cases, will still benefit you.

## SETTING UP YOUR BT<sup>®</sup> PRO

Connect the USB cord to your BioTransducer<sup>®</sup> Pro and the A/C adaptor to charge it

- It usually takes 6 - 8 hours to charge to full capacity and therefore should be charged overnight.
- Go ahead and charge it up overnight the first day, so you know you are starting with a full charge.
- When you plug in the charging cord, and your BioTransducer Pro is charging, you will see a small red light next to the charging cord, to indicate it is charging.
- When charging is complete the light will turn green. If the light is still red after charging it all night, it may need a few more hours. There have been a few that took 15 - 20 hours to get the green light.
- One charge lasts approximately 8 hours of therapy time, so after about 7 hours of use, go ahead and charge it up overnight.
- It is best to treat your BioTransducer Pro like a cell phone, don't run the battery completely down.
- Only use the USB charging cord that came with your BioTransducer Pro. An iPhone cord will not work!

**PLEASE NOTE:** Prior to using your BioTransducer<sup>®</sup> Pro for therapy, you must balance the polarity of your body. Refer to pg. 2 of the *Daily Protocol Guide* for instructions on balancing polarity.

*Doing the "Daily Protocol" is recommended*



# INSTRUCTIONS FOR USE

1. Connect the BioTransducer® to the Tennant BioModulator® with the connection wire.  
*Use care when plugging the wire into the port on the BioModulator®. You can cause damage to your BioModulator® if it is knocked or bumped when plugged in. It is very important to remove the plug when not in use.*
2. Turn on your BioModulator® (Pro or Plus).
3. Set the mode:
  - **For BioModulator® Plus:**
    - **TEN-8** for pain and inflammation related to muscle, bone, ligament and tendons.
    - **INFINITY** for all other issues related to organs and general health.
    - **INFINITY** for eye treatment.
  - **For BioModulator® Pro:**
    - Set the mode of your choice based on what you want to work on. Refer to the handout which, lists the modes you have to choose from at the end of this document.
    - **VA-STEP** for eye treatment.
4. Adjust the power by pressing the + and - buttons. Since there is no skin contact you may increase the power as high as you want when using it on the body.  
*When using it on the eyes set the power as is indicated in the eye treatment section (pg 7).*
5. Point the BioTransducer® at the area of concern, holding it between 1-2 inches away from the skin and point at the pain point.
6. As a general guideline, therapy times are flexible just as they are when using the BioModulator® alone.

For example :

- a) 5 – 15 minutes for minor issues and for general use.
- b) Longer for more serious conditions.

*When treating an injury it is important to start treatment immediately.  
Immediate treatments have shown a significant difference in recovery time for clients.*

## INTERNAL LITHIUM BATTERY CARE

All lithium batteries create heat, so it will be normal to feel some heat from the battery compartment. The BioTransducer® Pro was specifically designed to cut down on length of therapy time, with the average time being 5-15 minutes.

With that said, you may choose to have longer therapy times (30-40 minutes). If you feel your battery compartment growing warm, we recommend turning the BioTransducer® off for 5-10 minutes, allowing it to cool down, then restart your therapy. When a lithium battery is continuously used when hot, the battery life is compromised.

*Knowing how to care for your lithium batteries will ensure the longevity and health of the batteries. Follow these guidelines, and you will easily get 500 charge/discharge battery lifecycles:*

- Keep batteries at room temperature (70-75° F or 20-25° C).  
*Never leave outside to charge, especially if it is hot – heat will destroy the battery life.*
- Do not let the battery go completely dead. Charge it overnight after about 7 hours of use.
- Do not use your BioTransducer® Pro overnight while you are sleeping.

## TRAVELING WITH YOUR BIOTRANSDUCER® PRO

*Prior to boarding a plane, please follow these guidelines for your BioTransducer® Pro:*

- Must be in your carry-on luggage, as you cannot check bags that contain lithium batteries. *TSA requires lithium-containing items (such as cell phones, laptops, portable rechargers, and your BioTransducer®) to be kept with the passenger at all times.*





# EYE THERAPY



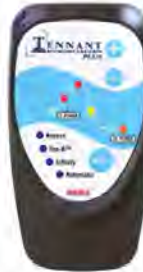
## TREATING EYES WITH THE BIOTRANSDUCER® PRO

### SETTINGS:



**FOR PRO**  
Set Mode to  
**VA-Step.**  
Set Power to  
**250.**

OR



**FOR PLUS**  
Set Mode to  
**Infinity.**  
Set Power to  
**solid orange dot.**



### POSITION:

Hold the BioTransducer® Pro at the temple, shining the light through the side of the eye



### DURATION:

Treat **the weaker side** for **7 minutes.**

*BT Pro only requires treating one side, but you may treat both if you desire.  
Only treat eyes for a maximum of 10 minutes twice a day.*

## THE HISTORY OF SCALAR ENERGY

There are two types of energy on the planet: scalar and electromagnetic.

*The Tennant BioTransducer® emits scalar energy.*

*The Tennant BioModulator® emits electromagnetic energy.*

In 1873, James Clerk Maxwell, a Scottish scientist in the field of mathematical physics, was the first to describe scalar (subtle) energy and the distinctions between scalar and electromagnetic energies. His most notable achievement was formulating the classical theory of electromagnetic radiation, which, for the first time, brought together electricity, magnetism, and light as manifestations of the same phenomenon. Maxwell's equations for electromagnetism have been called the "second great unifications in physics" only after Sir Isaac Newton's realizations. His contributions to science are considered to be of the same magnitude as those of Newton and Albert Einstein.

In 1884, Oliver Heaviside simplified Maxwell's complex set of equations, reducing them down to the four differential equations now taught today as Maxwell's Equations. However, these newly revamped equations left out the complexities of Maxwell's theory of subtle energy and the connection between light and electromagnetism. Now, modern physics continues to only teach Heaviside's version, thus excluding the subtle energy because it is difficult to measure, even though the theory has been proven correct.

Modern science and medicine will continue to deny subtle energy until someone invents a device that can easily measure it, just as scientists believed the world was flat until Magellan sailed around the world.

Ibrahim Karim, PhD., an Egyptian archaeologist and expert in ancient Egyptian physics, developed a device that detects and responds to scalar energy. Thus, we can use it to show that the BioTransducer® emits scalar energy.

There is an argument about the difference between scalar and electromagnetic energies. Most believe that magnet and sound are forms of scalar energy. Scalar is also believed to travel into anything that is alive (Golden Mean) or anything that is a Platonic Solid (sphere, cube, pyramid, etc.).

Dr. Tennant believes that scalar energy is actually very low frequencies of the electromagnetic spectrum. For example, it takes 1.67 minutes for 0.01 Hz to make one wave. Thus, most measuring devices would either say that it isn't moving at all or that it's moving sideways instead of forward.



# Tennant BioModulator Pro - Modes

Mode Name / Frequency	Features – Types of things the program can help with
Assess (R) 60 Hz	Measurement – used to measure the BioTerminal points and other areas of the body, gives a <i>(voltage reaction)</i> reading. <b>This is used with the electrode on the back of the device, placed firmly on skin.</b>
Ten-8™ (R) 24 - 30 Hz	Pain & Injuries of Muscle, Tissue, Bone and Inflammation. - <b>Used with BioTransducer or any electrodes</b>
Infinity™ 29 -121 Hz	Organs and Overall General Health - <b>*Use this when you don't know what program to use.</b>
Automatic (R) 29 -121 Hz	Access (Measurement) + 1 Minute Therapy (Infinity Mode) This is helpful when you are measuring yourself and want to see if you can improve low areas with a quick 1 minute therapy of Infinity. <b>Use with electrode on back of device.</b>
SCR 147 (R) 147 Hz	Scars - This program is used to work on scars where energy blockage can be found, for the purpose of good energy flow through scar tissue. <b>Use with BioTransducer and soreness oil</b>
BioTerminal® Step (BT Step) 8 -35 Hz	This program will do all the BioTerminal points for 30 seconds each, and repeats. <b>Use with footplates and hand grips or BioTransducer (Can be used to balance body and emotions)</b>
BioTerminal® Crown (BT-CR) (R) 15.18 Hz	Used to offer more voltage to this BioTerminal Point- Bring it back in balance.
BioTerminal® Head (BT-HD) (R) 13.53 Hz	Used to offer more voltage to this BioTerminal Point- Bring it back in balance.
BioTerminal® Neck (BT-NK) (R) 12.05 Hz	Used to offer more voltage to this BioTerminal Point- Bring it back in balance.
BioTerminal® Chest (BT-CH) (R) 10.74 Hz	Used to offer more voltage to this BioTerminal Point- Bring it back in balance.
BioTerminal® Abdomen(BT-Ab)(R) 10.14 Hz	Used to offer more voltage to this BioTerminal Point- Bring it back in balance.
BioTerminal® Pelvic (BT-PV) (R) 9.01 Hz	Used to offer more voltage to this BioTerminal Point- Bring it back in balance.
BioTerminal® Base (BT-BA) (R) 8.02 Hz	Used to offer more voltage to this BioTerminal Point- Bring it back in balance.
Visual Acuity (VA step) 4 -1555 Hz and Infinity	Used to help with eye therapies. This program is used with the BioTransducer placed at the side of temple inline with the eye. <i>See BioTransducer Instructions for specifics on eye treatments.</i> <b>*This is also a great program for all areas of the body</b>
Tennant Pain Management (TEN PM) 0.5 - 304 Hz	Pain & Injuries of Muscle, Tissue, Bone and Inflammation. - <b>Used with BioTransducer or any electrodes</b>
Solfeggio Musical Notes 174, 285, 396, 417, 528, 639, 741, 852, 963 Hz	This program has the frequencies of musical notes, resonates well with all areas of the body. (is used plugged into footplates and hand grips and with the Transducer) Overall General Health - <b>* This is one of the best programs to choose, when you don't know what program to use.</b>
Harmonics (Schumann Waves) 7.83 -33.8 Hz	Grounding, like walking barefoot. Use for correcting polarity and when you have been around a lot of EMF, computers, Wi-Fi - <b>Used with BioTransducer for Polarity correction but can also be used for grounding with electrodes.</b>

Mode Name / Frequency		Features
Delta Brain Waves	0.5 - 4.0 Hz	Deepest meditation and deep restorative sleep, Dreamless sleep. Healing and Rejuvenation. Delta waves suspend external awareness (located at back of head) - <b>Occipital Lobe - Use with the BioTransducer</b>
Theta Brain Waves	3 - 8 Hz	Trance or hypnotic state more susceptible to hypnosis, daydream, twilight state, dream state, REM sleep. Subconscious, creativity and intuition. Improved memory, inspiration and spiritual connection, Improved physical healing, Release of beneficial hormones related to health and longevity. Reduction of mental fatigue, anxiety, and stress. Overall bliss and contentment (located above the ear) <b>Temporal lobe - Use with the BioTransducer</b>
Alpha Brain Waves	7 - 12 Hz	'Frequency Bridge' between our conscious thinking (Beta) and subconscious (Theta) mind. known to help calm you down and promote feelings of deeper relaxation. Positive Thinking, Aid overall mental coordination, calmness, alertness, mind/body integration and learning, deep studying (located at top of the head) – <b>Parietal Lobe - BioTransducer</b>
Beta Brain Waves	12 - 31.2 Hz	Normal Wakeful State, productivity, concentration, and alertness improved logic, reasoning, and critical thinking (located at front of head-) <b>Frontal Lobe - Use with the BioTransducer</b>
Gamma Brain Waves	32 - 43 Hz	High Performance, perception is heightened, peak mental state. Improve memory and processing of information from different brain areas. Pass information rapidly and quietly. - <b>Cerebellum</b> - Lower back of the head- <i>Research suggests that people with learning difficulties or impaired mental processing may not produce as many gamma waves.</i>
Chakra Step (CH step)	126 - 272 Hz	Cycles between all Chakra frequencies every 30 seconds, and repeats. - <b>Use with the BioTransducer</b>
Chakra Root (CH Rt) (R)	194 Hz	Treat with BioTransducer from the back-Located at Base between the legs (Perineum)
Chakra Sacrum (CH Sac) (R)	210 Hz	Treat with BioTransducer from the back-Located two inches below the navel and center of the pelvis (backside)
Chakra Solar Plexus (CH Solrp) (R)	126 Hz	Treat with BioTransducer from the back-Located along your spine and above the navel, in the upper abdomen (backside)
Chakra Heart (CH Ht) (R)	136 Hz	Treat with BioTransducer from the back-Located back center of chest (backside)
Chakra Throat (CH Thr) (R)	141 Hz	Treat with BioTransducer from the back-Located back of Neck
Chakra 3rd Eye (CH 3rd) (R)	221 Hz	Treat with BioTransducer from back of head opposite of Forehead
Chakra Crown (CH Crn) (R)	172 Hz	Treat with BioTransducer –Top of Head
Chakra 8th (CH 8th)(R)	272 Hz	Treat with BioTransducer from back -Located arms length above your head (above the crown)
Blue Relax(R)	82 Hz	Similar to Assess but provides higher frequency output. Measures the body and gives a reaction reading.
Modulate	139 - 147 Hz	Acute pain and inflammation.
Stimulate	28 - 111 Hz	Scenar (FM/Var) Pain and inflammation- modulates both power output and frequency to reduce accommodation.
Deep Stim	30 - 121 Hz	Scenar (SW/Var) Pain and inflammation- multiple pulses and modulates both power output and frequency.
Blue Stim	22, 163, 22 Hz	Scenar - Pain and inflammation- this mode outputs multiple pulses and modulates frequency.
Acute	121 Hz	Scenar Russian technology – New Injury



Mode Name / Frequency		Features
Power 1	57 - 122 Hz	Toning face (when using on the face keep the power level below 35 and only treat for 1 - 2 minutes on each area, on clean dry skin) - <b>Most people use the Face Electrode for toning the face.</b>
Power Plus	57 - 122 Hz	Toning of muscles (has modulation) - <b>Use electrode pads for toning large muscle groups.</b>
Power Advanced	57 - 122 Hz	Toning Body (higher intensity of pulses) <b>When toning the larger muscle groups like the abs the electrode pads work well.</b>
Power Intense	57 - 122 Hz	Toning Abs Muscles, Arms, Thighs ( higher intensity of pulses) <b>Use electrode pads for toning large muscle groups.</b>
PG 2500	2300 - 2500 Hz	Highest Hertz- Outer energy field. <b>Use with the Transducer.</b>
HGH	1725, 645, 1342 Hz	Human Growth Hormone - <b>Most people use this with the Transducer.</b>
Repetitive Stimulate (R-Stim)	2500 Hz	Used by Physical Therapists
Fast T (R)	500 Hz	Used by Physical Therapists- Fast Twitch Muscle Fibers
Slow T (R)	250 Hz	Used by Physical Therapists- Slow Twitch Muscle Fibers
Lung (LU) (R)	824 Hz	Use by Acupuncturist-to treat meridian and to target organ for treatment - <b>Used with BioTransducer or any electrodes</b>
Pericardium (PC) (R)	530 Hz	Use by Acupuncturist-to treat meridian and to target organ for treatment - <b>Used with BioTransducer or any electrodes</b>
Heart (HT) (R)	497 Hz	Use by Acupuncturist-to treat meridian and to target organ for treatment - <b>Used with BioTransducer or any electrodes</b>
Small Intestine (SI) (R)	791 Hz	Use by Acupuncturist-to treat meridian and to target organ for treatment - <b>Used with BioTransducer or any electrodes</b>
Triple Burner (TE) (R)	732 Hz	Chinese Medicine - Upper - Heart, Lungs, Pericardium, , Middle -Spleen, Stomach, Gallbladder and Lower -Liver, Kidneys, Urinary Bladder, Small Intestine, Large Intestine and Uterus. <b>Use BioTransducer at - TB04 is located 'on transverse crease of dorsum of wrist in depression lateral to tendon of extensor digitorum communis.</b>
Large Intestine (LI) (R)	553 Hz	Use by Acupuncturist-to treat meridian and to target organ for treatment - <b>Used with BioTransducer or any electrodes</b>
Spleen (SP) (R)	702 Hz	Use by Acupuncturist-to treat meridian and to target organ for treatment - <b>Used with BioTransducer or any electrodes</b>
Liver (LR) (R)	442 Hz	Use by Acupuncturist-to treat meridian and to target organ for treatment - <b>Used with BioTransducer or any electrodes</b>
Kidney (KI) (R)	608 Hz	Use by Acupuncturist-to treat meridian and to target organ for treatment - <b>Used with BioTransducer or any electrodes</b>
Bladder (BL) (R)	667 Hz	Use by Acupuncturist-to treat meridian and to target organ for treatment - <b>Used with BioTransducer or any electrodes</b>
Gallbladder (GB) (R)	583 Hz	Use by Acupuncturist-to treat meridian and to target organ for treatment - <b>Used with BioTransducer or any electrodes</b>
Stomach (ST) (R)	471 Hz	Use by Acupuncturist-to treat meridian and to target organ for treatment - <b>Used with BioTransducer or any electrodes</b>
Advanced Mode (AVA)	0.5 - 1565 Hz	Where you can program additional frequencies to create additional therapy modes.
Memorized Mode (VAZ 4, 3, 2, 1)		Where you save the personalized modes, you created with the AVA program.
Emergency (ER)	24 - 30 Hz	Use in an Emergency for snake and spider bites as taught in the conference. Double select middle button takes you instantly to maximum power. - <b>This is used with the electrode on the back of the device, placed firmly on skin.</b>





*Senergy*

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**From:** TMOOfficialNotices@USPTO.GOV  
**Sent:** Saturday, August 13, 2022 01:41 AM  
**To:** XXXX  
**Cc:** XXXX; XXXX; XXXX  
**Subject:** Official USPTO Courtesy Reminder: Trademark Registration Maintenance Documents Must Be Filed Before Deadline for U.S. Trademark Registration No. 4382782 TENNANT BIOTRANSDUCER

**USPTO COURTESY REMINDER**

**TRADEMARK REGISTRATION MAINTENANCE DOCUMENT(S) UNDER SECTIONS 8 AND 9 MUST BE FILED BEFORE DEADLINE OR REGISTRATION WILL BE CANCELLED/EXPIRED**

**U.S. Application Serial No.** 85731087  
**U.S. Registration No.** 4382782  
**U.S. Registration Date:** August 13, 2013  
**Mark:** TENNANT BIOTRANSDUCER  
**Owner:** Tennant Family, Ltd.  
**Docket/Reference No.** 21024.4

**Issue Date:** August 13, 2022

**Required submission.** The owner of the trademark registration must file a [Declaration of Use and/or Excusable Nonuse and an Application for Renewal under Sections 8 and 9 of the Trademark Act](#) (Sections 8 and 9 Declaration) between now and August 14, 2023. For an additional fee, the owner can file within the 6-month grace period that ends on February 13, 2024.

If ownership of the registration or the owner's name has changed, the owner can use the [Electronic Trademark Assignment System \(ETAS\)](#) to record the change. More information on changes of ownership/owner name is available on the [USPTO website](#).

[Click here for more information about maintaining a trademark registration.](#)

**Proof of Use Audit.** The USPTO is conducting an audit program to promote the accuracy and integrity of the trademark register. If a registration is selected for audit, the owner will be required to submit proof of use for additional goods/services for which use is claimed in a Section 8 Declaration. Detailed information about the program is available on the [Proof of Use Audit Program webpage](#).

**Determination of time of receipt by USPTO.** Correspondence transmitted through the Trademark Electronic Application System (TEAS) is considered filed on the date the USPTO receives the transmission in Eastern Time.

If the owner fails to file a timely Sections 8 and 9 Declaration the registration will be **CANCELLED/EXPIRED** and cannot be reinstated.

This reminder notice is being sent only as a courtesy to trademark owners who maintain a current email address with the USPTO. Failure by the USPTO to send a reminder or non-receipt of a reminder does not excuse a trademark owner from meeting the statutory obligations for maintaining a registration.

[Foreign-domiciled owners must have a U.S.-licensed attorney](#) represent them at the USPTO in any post-registration filing.

[Beware of misleading notices sent by private companies about registrations.](#) Private companies **not** associated with the USPTO use public information available in trademark registrations to mail and email trademark-related offers and notices - most of which require fees. All **official USPTO correspondence** will only be **emailed from the domain "@uspto.gov."**

Direct questions about this notice to the Trademark Assistance Center at 1-800-786-9199 (select option 1) or [TrademarkAssistanceCenter@uspto.gov](mailto:TrademarkAssistanceCenter@uspto.gov).

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**From:** TMOOfficialNotices@USPTO.GOV  
**Sent:** Monday, September 10, 2018 11:01 PM  
**To:** XXXX  
**Cc:** XXXX; XXXX; XXXX  
**Subject:** Official USPTO Notice of Acceptance/Acknowledgement Sections 8 and 15: U.S. Trademark RN 4382782: TENNANT BIOTRANSDUCER: Docket/Reference No. 21024.4

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**U.S. Serial Number:** 85731087  
**U.S. Registration Number:** 4382782  
**U.S. Registration Date:** Aug 13, 2013  
**Mark:** TENNANT BIOTRANSDUCER  
**Owner:** Tennant Family, Ltd.

Sep 10, 2018

### NOTICE OF ACCEPTANCE UNDER SECTION 8

The declaration of use or excusable nonuse filed for the above-identified registration meets the requirements of Section 8 of the Trademark Act, 15 U.S.C. §1058. **The Section 8 declaration is accepted.**

### NOTICE OF ACKNOWLEDGEMENT UNDER SECTION 15

The declaration of incontestability filed for the above-identified registration meets the requirements of Section 15 of the Trademark Act, 15 U.S.C. §1065. **The Section 15 declaration is acknowledged.**

**The registration will remain in force for the class(es) listed below, unless canceled by an order of the Commissioner for Trademarks or a Federal Court, as long as the requirements for maintaining the registration are fulfilled as they become due.**

**Class(es):**  
010

TRADEMARK SPECIALIST  
POST-REGISTRATION DIVISION  
571-272-9500

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### REQUIREMENTS FOR MAINTAINING REGISTRATION

**WARNING: Your registration will be canceled if you do not file the documents below during the specified statutory time periods.**

#### Requirements in the First Ten Years

**What and When to File:** You must file a declaration of use (or excusable nonuse) **and** an application for renewal between the 9th and 10th years after the registration date. See 15 U.S.C. §§1058, 1059.

#### Requirements in Successive Ten-Year Periods

**What and When to File:** You must file a declaration of use (or excusable nonuse) **and** an application for renewal between every 9th and 10th-year period, calculated from the registration date. See 15 U.S.C. §§1058, 1059.

#### Grace Period Filings

The above documents will be considered as timely if filed within six months after the deadlines listed above with the payment of an additional fee.

**\*\*\*THE USPTO IS NOT REQUIRED TO SEND ANY FURTHER NOTICE OR REMINDER OF THESE REQUIREMENTS. THE OWNER SHOULD CONTACT THE USPTO ONE YEAR BEFORE THE EXPIRATION OF THE TIME PERIODS SHOWN ABOVE TO DETERMINE APPROPRIATE REQUIREMENTS AND FEES.\*\*\***

To check the status of this registration, go to [https://tsdr.uspto.gov/#caseNumber=85731087&caseSearchType=US\\_APPLICATION&caseType=DEFAULT&searchType=statusSearch](https://tsdr.uspto.gov/#caseNumber=85731087&caseSearchType=US_APPLICATION&caseType=DEFAULT&searchType=statusSearch) or contact the Trademark Assistance Center at 1-800-786-9199.

To view this notice and other documents for this registration on-line, go to [https://tsdr.uspto.gov/#caseNumber=85731087&caseSearchType=US\\_APPLICATION&caseType=DEFAULT&searchType=documentSearch](https://tsdr.uspto.gov/#caseNumber=85731087&caseSearchType=US_APPLICATION&caseType=DEFAULT&searchType=documentSearch) NOTE: This notice will only be available on-line the next business day after receipt of this e-mail.

\* **For further information, including information on filing and maintenance requirements for U.S. trademark applications and registrations and required fees, please consult the USPTO website at <https://www.uspto.gov/trademark/> or contact the Trademark Assistance Center at 1-800-786-9199.**

Under the Paperwork Reduction Act of 1995 no persons are required to respond to a collection of information unless it displays a valid OMB control number.

PTO Form 1583 (Rev 05/2006)

OMB No. 0651-0055 (Exp 07/31/2018)

## Combined Declaration of Use and Incontestability under Sections 8 & 15

The table below presents the data as entered.

Input Field	Entered
<b>REGISTRATION NUMBER</b>	4382782
<b>REGISTRATION DATE</b>	08/13/2013
<b>SERIAL NUMBER</b>	85731087
<b>MARK SECTION</b>	
<b>MARK</b>	TENNANT BIOTRANSDUCER (see, <a href="https://tmng-al.uspto.gov/resting2/api/img/85731087/large">https://tmng-al.uspto.gov/resting2/api/img/85731087/large</a> )
<b>ATTORNEY SECTION (current)</b>	
<b>NAME</b>	Christopher J. Day
<b>FIRM NAME</b>	LAW OFFICE OF CHRISTOPHER DAY
<b>STREET</b>	9977 N 90TH ST STE 155
<b>CITY</b>	SCOTTSDALE
<b>STATE</b>	Arizona
<b>POSTAL CODE</b>	85258-4499
<b>COUNTRY</b>	United States
<b>PHONE</b>	602-258-4440
<b>FAX</b>	602-258-4441
<b>EMAIL</b>	chris@daylawfirm.com
<b>AUTHORIZED TO COMMUNICATE VIA E-MAIL</b>	Yes
<b>ATTORNEY SECTION (proposed)</b>	
<b>NAME</b>	Jonathan W. Richards
<b>FIRM NAME</b>	Workman Nydegger
<b>STREET</b>	60 East South Temple #1000
<b>CITY</b>	Salt Lake City
<b>STATE</b>	Utah
<b>POSTAL CODE</b>	84111
<b>COUNTRY</b>	United States
<b>PHONE</b>	(801) 533-9800
<b>FAX</b>	(801) 328-1707
<b>EMAIL</b>	docketing@wnlaw.com
<b>AUTHORIZED TO</b>	

COMMUNICATE VIA E-MAIL	Yes
DOCKET/REFERENCE NUMBER	21024.4
<b>CORRESPONDENCE SECTION (current)</b>	
NAME	CHRISTOPHER J. DAY
FIRM NAME	LAW OFFICE OF CHRISTOPHER DAY
STREET	9977 N 90TH ST STE 155
CITY	SCOTTSDALE
STATE	Arizona
POSTAL CODE	85258-4499
COUNTRY	United States
PHONE	602-258-4440
FAX	602-258-4441
EMAIL	chris@daylawfirm.com
AUTHORIZED TO COMMUNICATE VIA E-MAIL	Yes
<b>CORRESPONDENCE SECTION (proposed)</b>	
NAME	Jonathan W. Richards
FIRM NAME	Workman Nydegger
STREET	60 East South Temple #1000
CITY	Salt Lake City
STATE	Utah
POSTAL CODE	84111
COUNTRY	United States
PHONE	(801) 533-9800
FAX	(801) 328-1707
EMAIL	docketing@wnlaw.com; jrichards@wnlaw.com; teller@wnlaw.com; mstringham@wnlaw.com
AUTHORIZED TO COMMUNICATE VIA E-MAIL	Yes
DOCKET/REFERENCE NUMBER	21024.4
<b>GOODS AND/OR SERVICES SECTION</b>	
INTERNATIONAL CLASS	010
GOODS OR SERVICES	Medical apparatus and instruments for use in electromagnetic resonance therapy, namely, cybernetic biofeedback devices, interactive neuromuscular simulators, and diagnostic testing equipment
<b>SPECIMEN FILE NAME(S)</b>	
JPG FILE(S)	<a href="\\TICRS\EXPORT17\IMAGEOUT 17\857\310\85731087\xml2\ 8150002.JPG">\\TICRS\EXPORT17\IMAGEOUT 17\857\310\85731087\xml2\ 8150002.JPG</a>
ORIGINAL PDF FILE	<a href="#">SPN0-20918088130-20180829130648162187_ _ TENNANT_ BIOTRANSDUCER_ TM_ Specimen_ 2.pdf</a>



<b>CONVERTED PDF FILE(S)</b> (1 page)	<a href="\\TICRS\EXPORT17\IMAGEOUT17\857\310\85731087\xml2\8150003.JPG">\\TICRS\EXPORT17\IMAGEOUT17\857\310\85731087\xml2\8150003.JPG</a>
<b>SPECIMEN DESCRIPTION</b>	current photo of one of registrant's products and a screenshot featuring registrant's product
<b>OWNER SECTION (current)</b>	
<b>NAME</b>	Tennant Family, Ltd.
<b>STREET</b>	3009 Edgewood Lane
<b>CITY</b>	Colleyville
<b>STATE</b>	Texas
<b>ZIP/POSTAL CODE</b>	76034
<b>COUNTRY</b>	United States
<b>LEGAL ENTITY SECTION (current)</b>	
<b>TYPE</b>	corporation
<b>STATE/COUNTRY OF INCORPORATION</b>	Texas
<b>PAYMENT SECTION</b>	
<b>NUMBER OF CLASSES</b>	1
<b>NUMBER OF CLASSES PAID</b>	1
<b>COMBINED §§ 8 &amp; 15 FILING FEE PER CLASS</b>	325
<b>TOTAL FEE PAID</b>	325
<b>SIGNATURE SECTION</b>	
<b>SIGNATURE</b>	/jonathanwrichards_29843/
<b>SIGNATORY'S NAME</b>	Jonathan W. Richards
<b>SIGNATORY'S POSITION</b>	Attorney for Registrant, Utah Bar Member
<b>DATE SIGNED</b>	08/29/2018
<b>SIGNATORY'S PHONE NUMBER</b>	801-321-8847
<b>PAYMENT METHOD</b>	CC
<b>FILING INFORMATION</b>	
<b>SUBMIT DATE</b>	Wed Aug 29 13:12:19 EDT 2018
<b>TEAS STAMP</b>	USPTO/S08N15-XXX.XXX.XX.X XX-20180829131219837322-4 382782-61080cf40be3ef54dd b4cedaf56f2c352de46bf9fd bd0b721e5382bf7c591aa9b-C C-10126-20180829130648162 187

Under the Paperwork Reduction Act of 1995 no persons are required to respond to a collection of information unless it displays a valid OMB control number.

PTO Form 1583 (Rev 05/2006)

OMB No. 0651-0055 (Exp 07/31/2018)

### **Combined Declaration of Use and Incontestability under Sections 8 & 15**

#### **To the Commissioner for Trademarks:**

**REGISTRATION NUMBER:** 4382782

**REGISTRATION DATE:** 08/13/2013

**MARK:** TENNANT BIOTRANSDUCER

The owner, Tennant Family, Ltd., a corporation of Texas, having an address of  
3009 Edgewood Lane  
Colleyville, Texas 76034  
United States

is filing a Combined Declaration of Use and Incontestability under Sections 8 & 15.

For International Class 010, the mark is in use in commerce on or in connection with **all** of the goods/**all** of the services, or to indicate membership in the collective membership organization, listed in the existing registration for this specific class: Medical apparatus and instruments for use in electromagnetic resonance therapy, namely, cybernetic biofeedback devices, interactive neuromuscular simulators, and diagnostic testing equipment; **and** the mark has been continuously used in commerce for five (5) consecutive years after the date of registration, or the date of publication under Section 12(c), and is still in use in commerce on or in connection with **all** goods/**all** services, or to indicate membership in the collective membership organization, listed in the existing registration for this class. Also, no final decision adverse to the owner's claim of ownership of such mark for those goods/services, or to indicate membership in the collective membership organization, exists, or to the owner's right to register the same or to keep the same on the register; and, no proceeding involving said rights pending and not disposed of in either the U.S. Patent and Trademark Office or the courts exists.

The owner is submitting one(or more) specimen(s) for this class showing the mark as used in commerce on or in connection with any item in this class, consisting of a(n) current photo of one of registrant's products and a screenshot featuring registrant's product.

**JPG file(s):**

[Specimen File1](#)

**Original PDF file:**

[SPN0-20918088130-20180829130648162187\\_. TENNANT BIOTRANSDUCER TM Specimen 2.pdf](#)

**Converted PDF file(s)** (1 page)

[Specimen File1](#)

The registrant's current Attorney Information: Christopher J. Day of LAW OFFICE OF CHRISTOPHER DAY  
9977 N 90TH ST STE 155  
SCOTTSDALE, Arizona 85258-4499  
United States

The phone number is 602-258-4440.

The fax number is 602-258-4441.

The email address is chris@daylawfirm.com. (authorized)

The registrant's proposed Attorney Information: Jonathan W. Richards of Workman Nydegger  
60 East South Temple #1000  
Salt Lake City, Utah 84111  
United States The docket/reference number is 21024.4.

The phone number is (801) 533-9800.

The fax number is (801) 328-1707.

The email address is docketing@wnlaw.com. (authorized)

The registrant's current Correspondence Information: CHRISTOPHER J. DAY of LAW OFFICE OF CHRISTOPHER DAY  
9977 N 90TH ST STE 155  
SCOTTSDALE, Arizona 85258-4499  
United States

The phone number is 602-258-4440.

The fax number is 602-258-4441.

The email address is chris@daylawfirm.com. (authorized)

The registrant's proposed Correspondence Information: Jonathan W. Richards of Workman Nydegger  
60 East South Temple #1000  
Salt Lake City, Utah 84111  
United States The docket/reference number is 21024.4.

The phone number is (801) 533-9800.

The fax number is (801) 328-1707.

The email address is docketing@wnlaw.com; jrichards@wnlaw.com; teller@wnlaw.com; mstringham@wnlaw.com. (authorized)

A fee payment in the amount of \$325 will be submitted with the form, representing payment for 1 class(es), plus any additional grace period fee, if necessary.

#### Declaration

- ☒ Unless the owner has specifically claimed excusable nonuse, the mark is in use in commerce on or in connection with the goods/services or to indicate membership in the collective membership organization identified above, as evidenced by the attached specimen(s).
- ☒ Unless the owner has specifically claimed excusable nonuse, the specimen(s) shows the mark as currently used in commerce on or in connection with the goods/services/collective membership organization.
- ☒ The mark has been in continuous use in commerce for five consecutive years after the date of registration, or the date of publication under 15 U.S.C. § 1062(c), and is still in use in commerce on or in connection with all goods/services, or to indicate membership in the collective membership organization, listed in the existing registration.
- ☒ There has been no final decision adverse to the owner's claim of ownership of such mark for such goods/services, or to indicate membership in the collective membership organization, or to the owner's right to register the same or to keep the same on the register.
- ☒ There is no proceeding involving said rights pending and not finally disposed of either in the United States Patent and Trademark Office or in a court.
- ☒ To the best of the signatory's knowledge, information, and belief, formed after an inquiry reasonable under the circumstances, the allegations and other factual contentions made above have evidentiary support.
- ☒ The signatory being warned that willful false statements and the like are punishable by fine or imprisonment, or both, under 18 U.S.C. § 1001, and that such willful false statements and the like may jeopardize the validity of this submission and the registration, declares that all statements made of his/her own knowledge are true and all statements made on information and belief are believed to be true.

Signature: /jonathanwrichards\_29843/ Date: 08/29/2018

Signatory's Name: Jonathan W. Richards

Signatory's Position: Attorney for Registrant, Utah Bar Member

Signatory's Phone: 801-321-8847

#### Mailing Address (current):

LAW OFFICE OF CHRISTOPHER DAY  
9977 N 90TH ST STE 155  
SCOTTSDALE, Arizona 85258-4499

#### Mailing Address (proposed):

Workman Nydegger  
60 East South Temple #1000  
Salt Lake City, Utah 84111

Serial Number: 85731087

Internet Transmission Date: Wed Aug 29 13:12:19 EDT 2018

TEAS Stamp: USPTO/S08N15-XXX.XXX.XX.XXX-201808291312

19837322-4382782-61080cf40be3ef54ddb4ced

af56f2c352de46bfb9fdbd0b721e5382bf7c591a

a9b-CC-10126-20180829130648162187



## Biotransducer



### Tennant Biotransducer™ (PEMF accessory)

Item No. BT02 Price - \$3.990

Biotransducer Technology is a new approach to health care for the 21st century. This hand-held, non-touch, point and treat therapy accessory is powered by your Tennant Biomodulator® PLUS or PRO. The Biotransducer transports the Biomodulator frequencies on a carrier wave, into the tissue through skin and bone by a Pulsed Electro Magnetic Field (PEMF) that transmits voltage and frequencies. It may be used over injured tissue that is too painful to treat directly with a Biomodulator. CONNECTION WIRE IS INCLUDED. SPECIFY YOUR PORT STYLE. Measures 6" length x 1" diameter. Note- \$200 bundle discount is applied when purchased at the same time with either Biomodulator device.

To get a quote any any of our Tennant Biomodulator® devices, click **Request a quote** at the top. Prices for optional electrodes can be found under **Products / accessories**. To order the Tennant Biomodulator®, **contact Biohealth** or call Bob Moore at [416 565-0007](tel:4165650007) for immediate assistance.





**ROUTING SHEET TO POST REGISTRATION (PRU)**

**Registration Number:** 4382782



**Serial Number:** 85731087



**RAM Sale Number:** 4382782

**RAM Accounting Date:** 20180829

**Total Fees:** \$325

Note: Process in accordance with Post Registration Standard Operating Procedure (SOP)

<u>Transaction</u>	<u>Fee Code</u>	<u>Transaction Date</u>	<u>Fee per Class</u>	<u>Number of Classes</u>	<u>Number of Classes Paid</u>	<u>Total Fee</u>
\$8 affidavit	7205	20180829	\$125	1	1	\$125
\$15 affidavit	7208	20180829	\$200	1	1	\$200

Physical Location: MADCD- NO PHYSICAL FILE

Lost Case Flag: False

In TICRS (AM-FLG-IN-TICRS): True

**Transaction Date:** 20180829





## Biotransducer



### Tennant Biotransducer™ (PEMF accessory)

Item No. BT02 Price - \$3.990

Biotransducer Technology is a new approach to health care for the 21st century. This hand-held, non-touch, point and treat therapy accessory is powered by your Tennant Biomodulator® PLUS or PRO. The Biotransducer transports the Biomodulator frequencies on a carrier wave, into the tissue through skin and bone by a Pulsed Electro Magnetic Field (PEMF) that transmits voltage and frequencies. It may be used over injured tissue that is too painful to treat directly with a Biomodulator. CONNECTION WIRE IS INCLUDED. SPECIFY YOUR PORT STYLE. Measures 6" length x 1" diameter. Note- \$200 bundle discount is applied when purchased at the same time with either Biomodulator device.

To get a quote any any of our Tennant Biomodulator® devices, click **Request a quote** at the top. Prices for optional electrodes can be found under **Products / accessories**. To order the Tennant Biomodulator®, **contact Biohealth** or call Bob Moore at [416 565-0007](tel:4165650007) for immediate assistance.



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**From:** TMOOfficialNotices@USPTO.GOV  
**Sent:** Monday, August 13, 2018 01:13 AM  
**To:** XXXX  
**Subject:** Official USPTO Courtesy Reminder of Required Trademark Registration Maintenance Filing Under Section 8: U.S. Trademark RN 4382782: TENNANT BIOTRANSDUCER

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**U.S. Serial Number:** 85731087  
**U.S. Registration Number:** 4382782  
**U.S. Registration Date:** Aug 13, 2013  
**Mark:** TENNANT BIOTRANSDUCER  
**Owner:** Tennant Family, Ltd.

Aug 13, 2018

**U.S. PATENT AND TRADEMARK OFFICE ("USPTO") COURTESY REMINDER  
OF REQUIRED TRADEMARK REGISTRATION MAINTENANCE FILING UNDER SECTION 8**

**WARNING: Your trademark registration will be CANCELLED if you do not file the required document below during the specified statutory time period.**

The above-identified registration registered on Aug 13, 2013. Therefore, the owner of the registration must file a Declaration of Use and/or Excusable Nonuse under §8 of the Trademark Act anytime between now and Aug 13, 2019. For an additional fee, the owner may file the declaration within the six-month grace period that ends on Feb 13, 2020. See 15 U.S.C. §1058. The current fee for filing a declaration under §8 is \$125 per class if the filing is made via the Trademark Electronic Application System ("TEAS") and \$225 if the filing is made on paper, and the additional fee for filing during the six-month grace period is \$100 per class if the filing is made via TEAS and \$200 if the filing is made on paper. 37 C.F.R. §2.6.

If the registration meets the requirements of §15 of the Trademark Act, the owner may additionally file an optional Declaration of Incontestability under §15. See 15 U.S.C. §1065. The current fee for filing a declaration under §15 is \$200 per class if the filing is made via TEAS and \$300 per class if the filing is made on paper. 37 C.F.R. §2.6.

To expedite processing, the owner is encouraged to file through the USPTO's official website using TEAS. Official forms for filing Declarations of Use and/or Excusable Nonuse under §8 and Combined Declarations of Use and Incontestability under §§8 and 15 are available through TEAS at <https://www.uspto.gov/trademarks-application-process/filing-online/registration-maintenancerenewalcorrection-forms>.

For information regarding how to record ownership documents such as assignments, name changes and mergers, please see TMEP §503. To expedite recordation, the owner is encouraged to file requests for recordation through the Electronic Trademark Assignment System ("ETAS") at <https://etas.uspto.gov>.

For further information regarding the maintenance of a trademark registration, including future maintenance filings, please consult the USPTO website at <https://www.uspto.gov/learning-and-resources/trademark-faqs>.

This reminder notice is being sent only as a courtesy to those trademark owners who have authorized e-mail communication and maintain a current e-mail address with the USPTO. Failure by the USPTO to send a reminder or non-receipt of a reminder does not excuse a trademark owner from meeting the statutory obligations for maintaining a trademark registration. If a registration is cancelled and/or expired due to the failure to timely file required maintenance documents, it cannot be reinstated or revived.

Correspondence transmitted through TEAS is considered to have been filed on the date the USPTO receives the transmission, in Eastern Time, regardless of whether that date is a Saturday, Sunday, or Federal holiday within the District of Columbia. 37 C.F.R. §2.195(a)(2).

To check the status of this registration, go to [https://tsdr.uspto.gov/#caseNumber=85731087&caseSearchType=US\\_APPLICATION&caseType=DEFAULT&searchType=statusSearch](https://tsdr.uspto.gov/#caseNumber=85731087&caseSearchType=US_APPLICATION&caseType=DEFAULT&searchType=statusSearch) or contact the Trademark Assistance Center at 1-800-786-9199.

In order to be eligible for future e-mail reminders of maintenance filings, please remember to authorize e-mail communication when filing your maintenance documents through TEAS.

# United States of America

United States Patent and Trademark Office

## TENNANT BIOTRANSDUCER

**Reg. No. 4,382,782**

**Registered Aug. 13, 2013**

**Int. Cl.: 10**

**TRADEMARK**

**PRINCIPAL REGISTER**

TENNANT FAMILY, LTD. (TEXAS CORPORATION)  
3009 EDGEWOOD LANE  
COLLEYVILLE, TX 76034

FOR: MEDICAL APPARATUS AND INSTRUMENTS FOR USE IN ELECTROMAGNETIC RESONANCE THERAPY, NAMELY, CYBERNETIC BIOFEEDBACK DEVICES, INTERACTIVE NEUROMUSCULAR SIMULATORS, AND DIAGNOSTIC TESTING EQUIPMENT, IN CLASS 10 (U.S. CLS. 26, 39 AND 44).

FIRST USE 11-9-2009; IN COMMERCE 11-9-2009.

THE MARK CONSISTS OF STANDARD CHARACTERS WITHOUT CLAIM TO ANY PARTICULAR FONT, STYLE, SIZE, OR COLOR.

OWNER OF U.S. REG. NO. 3,157,112.

NO CLAIM IS MADE TO THE EXCLUSIVE RIGHT TO USE "BIOTRANSDUCER", APART FROM THE MARK AS SHOWN.

SEC. 2(F) AS TO "TENNANT".

SER. NO. 85-731,087, FILED 9-17-2012.

MATTHEW MCDOWELL, EXAMINING ATTORNEY



*Leea Street Lee*

Acting Director of the United States Patent and Trademark Office



**REQUIREMENTS TO MAINTAIN YOUR FEDERAL  
TRADEMARK REGISTRATION**

**WARNING: YOUR REGISTRATION WILL BE CANCELLED IF YOU DO NOT FILE THE  
DOCUMENTS BELOW DURING THE SPECIFIED TIME PERIODS.**

**Requirements in the First Ten Years\***

**What and When to File:**

**First Filing Deadline:** You must file a Declaration of Use (or Excusable Nonuse) between the 5th and 6th years after the registration date. *See* 15 U.S.C. §§1058, 1141k. If the declaration is accepted, the registration will continue in force for the remainder of the ten-year period, calculated from the registration date, unless cancelled by an order of the Commissioner for Trademarks or a federal court.

**Second Filing Deadline:** You must file a Declaration of Use (or Excusable Nonuse) **and** an Application for Renewal between the 9th and 10th years after the registration date.\*  
*See* 15 U.S.C. §1059.

**Requirements in Successive Ten-Year Periods\***

**What and When to File:**

You must file a Declaration of Use (or Excusable Nonuse) **and** an Application for Renewal between every 9th and 10th-year period, calculated from the registration date.\*

**Grace Period Filings\***

The above documents will be accepted as timely if filed within six months after the deadlines listed above with the payment of an additional fee.

**The United States Patent and Trademark Office (USPTO) will NOT send you any future notice or reminder of these filing requirements.**

**\*ATTENTION MADRID PROTOCOL REGISTRANTS:** The holder of an international registration with an extension of protection to the United States under the Madrid Protocol must timely file the Declarations of Use (or Excusable Nonuse) referenced above directly with the USPTO. The time periods for filing are based on the U.S. registration date (not the international registration date). The deadlines and grace periods for the Declarations of Use (or Excusable Nonuse) are identical to those for nationally issued registrations. *See* 15 U.S.C. §§1058, 1141k. However, owners of international registrations do not file renewal applications at the USPTO. Instead, the holder must file a renewal of the underlying international registration at the International Bureau of the World Intellectual Property Organization, under Article 7 of the Madrid Protocol, before the expiration of each ten-year term of protection, calculated from the date of the international registration. *See* 15 U.S.C. §1141j. For more information and renewal forms for the international registration, see <http://www.wipo.int/madrid/en/>.

**NOTE: Fees and requirements for maintaining registrations are subject to change. Please check the USPTO website for further information. With the exception of renewal applications for registered extensions of protection, you can file the registration maintenance documents referenced above online at <http://www.uspto.gov>.**

---

**From:** TMOOfficialNotices@USPTO.GOV  
**Sent:** Tuesday, May 28, 2013 00:31 AM  
**To:** XXXX  
**Subject:** Official USPTO Notification: TMOG Publication Confirmation for Serial Number 85731087

---

*TRADEMARK OFFICIAL GAZETTE PUBLICATION CONFIRMATION*

**U.S. Serial Number:** 85-731,087  
**Mark:** TENNANT BIOTRANSDUCER(STANDARD CHARACTER MARK)  
**International Class(es):** 010  
**Applicant:** Tennant Family, Ltd.  
**Docket/Reference Number:**

The mark identified above has been published in the Trademark Official Gazette (TMOG) on May 28, 2013.

**To View the Mark in the TMOG:**

1. Click on the following link or paste the URL into an internet browser: [http://www.uspto.gov/web/trademarks/tmog/20130528\\_OG.pdf#page=00000781](http://www.uspto.gov/web/trademarks/tmog/20130528_OG.pdf#page=00000781)
2. Locate your mark on the displayed page.

If the TMOG PDF file does not open to the page containing your mark (you must have an Adobe Reader installed on your workstation), click on the following link or paste the URL into an internet browser to review the Frequently Asked Questions about the Trademark Official Gazette: [http://www.uspto.gov/trademarks/resources/tm\\_og\\_faqs.jsp](http://www.uspto.gov/trademarks/resources/tm_og_faqs.jsp).

On the publication date or shortly thereafter, the applicant should carefully review the information that appears in the TMOG for accuracy. If any information is incorrect due to USPTO error, the applicant should immediately email the requested correction to [TMPostPubQuery@uspto.gov](mailto:TMPostPubQuery@uspto.gov). For applicant corrections or amendments after publication, please file a post publication amendment using the form available at <http://teasroa.uspto.gov/ppa/>. For general information about this notice, please contact the Trademark Assistance Center at 1-800-786-9199.

**Significance of Publication for Opposition:**

Any party who believes it will be damaged by the registration of the mark may file a notice of opposition (or extension of time therefor) with the Trademark Trial and Appeal Board. If no party files an opposition or extension request within thirty (30) days after the publication date, then eleven (11) weeks after the publication date a certificate of registration should issue.

To view this notice and other documents for this application on-line, go to Trademark Status and Document Retrieval at <http://tsdr.uspto.gov/>, enter the United States application serial number and select the button labeled "Documents." NOTE: This notice will only be available on-line the next business day after receipt of this e-mail.



UNITED STATES PATENT AND TRADEMARK OFFICE

Commissioner for Trademarks  
P.O. Box 1451  
Alexandria, VA 22313-1451  
[www.uspto.gov](http://www.uspto.gov)

May 8, 2013

## NOTICE OF PUBLICATION

- |                                      |  |
|--------------------------------------|--|
| 1. Serial No.:<br>85-731,087         | 2. Mark:<br>TENNANT BIOTRANSDUCER<br>(STANDARD CHARACTER MARK) |
| 3. International Class(es):<br>10    |  |
| 4. Publication Date:<br>May 28, 2013 | 5. Applicant:<br>Tennant Family, Ltd.                          |

The mark of the application identified appears to be entitled to registration. The mark will, in accordance with Section 12(a) of the Trademark Act of 1946, as amended, be published in the *Official Gazette* on the date indicated above for the purpose of opposition by any person who believes he will be damaged by the registration of the mark. If no opposition is filed within the time specified by Section 13(a) of the Statute or by rules 2.101 or 2.102 of the Trademark Rules, the Commissioner of Patents and Trademarks may issue a certificate of registration.

Copies of the trademark portion of the *Official Gazette* containing the publication of the mark may be obtained from:

The Superintendent of Documents  
U.S. Government Printing Office  
PO Box 371954  
Pittsburgh, PA 15250-7954  
Phone: 202-512-1800

By direction of the Commissioner.

---

**Email Address(es):**

[chris@daylawfirm.com](mailto:chris@daylawfirm.com)

---

**From:** TMOOfficialNotices@USPTO.GOV  
**Sent:** Wednesday, May 8, 2013 03:29 AM  
**To:** XXXX  
**Subject:** Official USPTO Notification: Issuance of Notice of Publication for Serial Number 85731087

---

NOTIFICATION OF "NOTICE OF PUBLICATION"

Your trademark application (Serial No. 85731087) is scheduled to publish in the *Official Gazette* on May 28, 2013. To preview the Notice of Publication, go to <http://tdr.uspto.gov/search.action?sn=85731087>. If you have difficulty accessing the Notice of Publication, contact [TDR@uspto.gov](mailto:TDR@uspto.gov).

**PLEASE NOTE:**

1. The Notice of Publication may not be immediately available but will be viewable within 24 hours of this e-mail notification.
2. You will receive a second e-mail on the actual "Publication Date," which will include a link to the issue of the *Official Gazette* in which the mark has published.

Do NOT hit "Reply" to this e-mail notification. If you have any questions about the content of the Notice of Publication, contact [TMPPostPubQuery@uspto.gov](mailto:TMPPostPubQuery@uspto.gov).

**Trademark Snap Shot Publication & Issue Review Stylesheet**  
(Table presents the data on Publication & Issue Review Complete)

**OVERVIEW**

SERIAL NUMBER	85731087	FILING DATE	09/17/2012
REG NUMBER	0000000	REG DATE	N/A
REGISTER	PRINCIPAL	MARK TYPE	TRADEMARK
INTL REG #	N/A	INTL REG DATE	N/A
TM ATTORNEY	MCDOWELL, MATTHEW J	L.O. ASSIGNED	101

**PUB INFORMATION**

RUN DATE	04/23/2013		
PUB DATE	05/28/2013		
STATUS	681-PUBLICATION/ISSUE REVIEW COMPLETE		
STATUS DATE	04/22/2013		
LITERAL MARK ELEMENT	TENNANT BIOTRANSDUCER		
DATE ABANDONED	N/A	DATE CANCELLED	N/A
SECTION 2F	NO	SECTION 2F IN PART	YES
SECTION 8	NO	SECTION 8 IN PART	NO
SECTION 15	NO	REPUB 12C	N/A
RENEWAL FILED	NO	RENEWAL DATE	N/A
DATE AMEND REG	N/A		

**FILING BASIS**

FILED BASIS		CURRENT BASIS		AMENDED BASIS	
1 (a)	YES	1 (a)	YES	1 (a)	NO
1 (b)	NO	1 (b)	NO	1 (b)	NO
44D	NO	44D	NO	44D	NO
44E	NO	44E	NO	44E	NO
66A	NO	66A	NO		
NO BASIS	NO	NO BASIS	NO		

**MARK DATA**

STANDARD CHARACTER MARK	YES
LITERAL MARK ELEMENT	TENNANT BIOTRANSDUCER
MARK DRAWING CODE	4-STANDARD CHARACTER MARK
COLOR DRAWING FLAG	NO

**CURRENT OWNER INFORMATION**

PARTY TYPE	10-ORIGINAL APPLICANT
------------	-----------------------



NAME	Tennant Family, Ltd.
ADDRESS	3009 Edgewood Lane Colleyville, TX 76034
ENTITY	03-CORPORATION
CITIZENSHIP	Texas
<b>GOODS AND SERVICES</b>	
INTERNATIONAL CLASS	010
DESCRIPTION TEXT	Medical apparatus and instruments for use in electromagnetic resonance therapy, namely, cybernetic biofeedback devices, interactive neuromuscular simulators, and diagnostic testing equipment

<b>GOODS AND SERVICES CLASSIFICATION</b>							
INTERNATIONAL CLASS	010	FIRST USE DATE	11/09/2009	FIRST USE IN COMMERCE DATE	11/09/2009	CLASS STATUS	6-ACTIVE

<b>MISCELLANEOUS INFORMATION/STATEMENTS</b>	
CHANGE IN REGISTRATION	NO
DISCLAIMER W/PREDETER TXT	"BIOTRANSDUCER"
SECT 2(F) LIMITATION STMT	AS "TENNANT"
OWNER OF US REG NOS	3157112

<b>PROSECUTION HISTORY</b>				
DATE	ENT CD	ENT TYPE	DESCRIPTION	ENT NUM
04/22/2013	PREV	O	LAW OFFICE PUBLICATION REVIEW COMPLETED	018
04/19/2013	ALIE	A	ASSIGNED TO LIE	017
03/30/2013	CNSA	O	APPROVED FOR PUB - PRINCIPAL REGISTER	016
03/22/2013	TEME	I	TEAS/EMAIL CORRESPONDENCE ENTERED	015
03/21/2013	CRFA	I	CORRESPONDENCE RECEIVED IN LAW OFFICE	014
03/21/2013	TROA	I	TEAS RESPONSE TO OFFICE ACTION RECEIVED	013
03/09/2013	GNRN	O	NOTIFICATION OF NON-FINAL ACTION E-MAILED	012
03/09/2013	GNRT	O	NON-FINAL ACTION E-MAILED	011
03/09/2013	CNRT	R	NON-FINAL ACTION WRITTEN	010
01/29/2013	TEME	I	TEAS/EMAIL CORRESPONDENCE ENTERED	009
01/28/2013	CRFA	I	CORRESPONDENCE RECEIVED IN LAW OFFICE	008
01/28/2013	TROA	I	TEAS RESPONSE TO OFFICE ACTION RECEIVED	007
01/22/2013	GNRN	O	NOTIFICATION OF NON-FINAL ACTION E-MAILED	006
01/22/2013	GNRT	F	NON-FINAL ACTION E-MAILED	005
01/22/2013	CNRT	R	NON-FINAL ACTION WRITTEN	004
01/12/2013	DOCK	D	ASSIGNED TO EXAMINER	003
09/20/2012	NWOS	I	NEW APPLICATION OFFICE SUPPLIED DATA ENTERED IN TRAM	002
09/20/2012	NWAP	I	NEW APPLICATION ENTERED IN TRAM	001

**CURRENT CORRESPONDENCE INFORMATION**

ATTORNEY	Christopher J. Day
CORRESPONDENCE ADDRESS	CHRISTOPHER J. DAY LAW OFFICE OF CHRISTOPHER DAY 9977 N 90TH ST STE 155 SCOTTSDALE, AZ 85258-4499
DOMESTIC REPRESENTATIVE	NONE

# TENNANT BIOTRANSDUCER

**Trademark Snap Shot Publication Stylesheet**  
(Table presents the data on Publication Approval)

**OVERVIEW**

SERIAL NUMBER	85731087	FILING DATE	09/17/2012
REG NUMBER	0000000	REG DATE	N/A
REGISTER	PRINCIPAL	MARK TYPE	TRADEMARK
INTL REG #	N/A	INTL REG DATE	N/A
TM ATTORNEY	MCDOWELL, MATTHEW J	L.O. ASSIGNED	101

**PUB INFORMATION**

RUN DATE	04/02/2013		
PUB DATE	N/A		
STATUS	680-APPROVED FOR PUBLICATION		
STATUS DATE	03/30/2013		
LITERAL MARK ELEMENT	TENNANT BIOTRANSDUCER		
DATE ABANDONED	N/A	DATE CANCELLED	N/A
SECTION 2F	NO	SECTION 2F IN PART	YES
SECTION 8	NO	SECTION 8 IN PART	NO
SECTION 15	NO	REPUB 12C	N/A
RENEWAL FILED	NO	RENEWAL DATE	N/A
DATE AMEND REG	N/A		

**FILING BASIS**

FILED BASIS		CURRENT BASIS		AMENDED BASIS	
1 (a)	YES	1 (a)	YES	1 (a)	NO
1 (b)	NO	1 (b)	NO	1 (b)	NO
44D	NO	44D	NO	44D	NO
44E	NO	44E	NO	44E	NO
66A	NO	66A	NO		
NO BASIS	NO	NO BASIS	NO		

**MARK DATA**

STANDARD CHARACTER MARK	YES
LITERAL MARK ELEMENT	TENNANT BIOTRANSDUCER
MARK DRAWING CODE	4-STANDARD CHARACTER MARK
COLOR DRAWING FLAG	NO

**CURRENT OWNER INFORMATION**

PARTY TYPE	10-ORIGINAL APPLICANT
------------	-----------------------

NAME	Tennant Family, Ltd.
ADDRESS	3009 Edgewood Lane Colleyville, TX 76034
ENTITY	03-CORPORATION
CITIZENSHIP	Texas

**GOODS AND SERVICES**

INTERNATIONAL CLASS	010
DESCRIPTION TEXT	Medical apparatus and instruments for use in electromagnetic resonance therapy, namely, cybernetic biofeedback devices, interactive neuromuscular simulators, and diagnostic testing equipment

**GOODS AND SERVICES CLASSIFICATION**

INTERNATIONAL CLASS	010	FIRST USE DATE	11/09/2009	FIRST USE IN COMMERCE DATE	11/09/2009	CLASS STATUS	6-ACTIVE
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**MISCELLANEOUS INFORMATION/STATEMENTS**

CHANGE IN REGISTRATION	NO
DISCLAIMER W/PREDETER TXT	"BIOTRANSDUCER"
SECT 2(F) LIMITATION STMT	TENNANT has become distinctive of the goods/services as evidenced by the ownership on the Principal Register for the same mark for related goods or services of U.S. Registration No(s). 3157112.
OWNER OF US REG NOS	3157112

**PROSECUTION HISTORY**

DATE	ENT CD	ENT TYPE	DESCRIPTION	ENT NUM
03/30/2013	CNSA	O	APPROVED FOR PUB - PRINCIPAL REGISTER	016
03/22/2013	TEME	I	TEAS/EMAIL CORRESPONDENCE ENTERED	015
03/21/2013	CRFA	I	CORRESPONDENCE RECEIVED IN LAW OFFICE	014
03/21/2013	TROA	I	TEAS RESPONSE TO OFFICE ACTION RECEIVED	013
03/09/2013	GNRN	O	NOTIFICATION OF NON-FINAL ACTION E-MAILED	012
03/09/2013	GNRT	O	NON-FINAL ACTION E-MAILED	011
03/09/2013	CNRT	R	NON-FINAL ACTION WRITTEN	010
01/29/2013	TEME	I	TEAS/EMAIL CORRESPONDENCE ENTERED	009
01/28/2013	CRFA	I	CORRESPONDENCE RECEIVED IN LAW OFFICE	008
01/28/2013	TROA	I	TEAS RESPONSE TO OFFICE ACTION RECEIVED	007
01/22/2013	GNRN	O	NOTIFICATION OF NON-FINAL ACTION E-MAILED	006
01/22/2013	GNRT	F	NON-FINAL ACTION E-MAILED	005
01/22/2013	CNRT	R	NON-FINAL ACTION WRITTEN	004
01/12/2013	DOCK	D	ASSIGNED TO EXAMINER	003
09/20/2012	NWOS	I	NEW APPLICATION OFFICE SUPPLIED DATA ENTERED IN TRAM	002
09/20/2012	NWAP	I	NEW APPLICATION ENTERED IN TRAM	001

**CURRENT CORRESPONDENCE INFORMATION**



ATTORNEY	Christopher J. Day
CORRESPONDENCE ADDRESS	CHRISTOPHER J. DAY LAW OFFICE OF CHRISTOPHER DAY 9977 N 90TH ST STE 155 SCOTTSDALE, AZ 85258-4499
DOMESTIC REPRESENTATIVE	NONE

# TENNANT BIOTRANSDUCER

**Trademark Snap Shot Amendment & Mail Processing Stylesheet**  
(Table presents the data on Amendment & Mail Processing Complete)

**OVERVIEW**

SERIAL NUMBER	85731087	FILING DATE	09/17/2012
REG NUMBER	0000000	REG DATE	N/A
REGISTER	PRINCIPAL	MARK TYPE	TRADEMARK
INTL REG #	N/A	INTL REG DATE	N/A
TM ATTORNEY	MCDOWELL, MATTHEW J	L.O. ASSIGNED	101

**PUB INFORMATION**

RUN DATE	03/23/2013		
PUB DATE	N/A		
STATUS	661-RESPONSE AFTER NON-FINAL-ACTION-ENTERED		
STATUS DATE	03/22/2013		
LITERAL MARK ELEMENT	TENNANT BIOTRANSDUCER		
DATE ABANDONED	N/A	DATE CANCELLED	N/A
SECTION 2F	NO	SECTION 2F IN PART	YES
SECTION 8	NO	SECTION 8 IN PART	NO
SECTION 15	NO	REPUB 12C	N/A
RENEWAL FILED	NO	RENEWAL DATE	N/A
DATE AMEND REG	N/A		

**FILING BASIS**

FILED BASIS		CURRENT BASIS		AMENDED BASIS	
1 (a)	YES	1 (a)	YES	1 (a)	NO
1 (b)	NO	1 (b)	NO	1 (b)	NO
44D	NO	44D	NO	44D	NO
44E	NO	44E	NO	44E	NO
66A	NO	66A	NO		
NO BASIS	NO	NO BASIS	NO		

**MARK DATA**

STANDARD CHARACTER MARK	YES
LITERAL MARK ELEMENT	TENNANT BIOTRANSDUCER
MARK DRAWING CODE	4-STANDARD CHARACTER MARK
COLOR DRAWING FLAG	NO

**CURRENT OWNER INFORMATION**

PARTY TYPE	10-ORIGINAL APPLICANT
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<b>MISCELLANEOUS INFORMATION/STATEMENTS</b>	
CHANGE IN REGISTRATION	NO
DISCLAIMER W/PREDETER TXT	"BIOTRANSDUCER"
SECT 2(F) LIMITATION STMT	TENNANT has become distinctive of the goods/services as evidenced by the ownership on the Principal Register for the same mark for related goods or services of U.S. Registration No(s). 3157112.
OWNER OF US REG NOS	3157112

<b>PROSECUTION HISTORY</b>				
DATE	ENT CD	ENT TYPE	DESCRIPTION	ENT NUM
03/22/2013	TEME	I	TEAS/EMAIL CORRESPONDENCE ENTERED	015
03/21/2013	CRFA	I	CORRESPONDENCE RECEIVED IN LAW OFFICE	014
03/21/2013	TROA	I	TEAS RESPONSE TO OFFICE ACTION RECEIVED	013
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03/09/2013	CNRT	R	NON-FINAL ACTION WRITTEN	010
01/29/2013	TEME	I	TEAS/EMAIL CORRESPONDENCE ENTERED	009
01/28/2013	CRFA	I	CORRESPONDENCE RECEIVED IN LAW OFFICE	008
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01/22/2013	GNRT	F	NON-FINAL ACTION E-MAILED	005
01/22/2013	CNRT	R	NON-FINAL ACTION WRITTEN	004
01/12/2013	DOCK	D	ASSIGNED TO EXAMINER	003
09/20/2012	NWOS	I	NEW APPLICATION OFFICE SUPPLIED DATA ENTERED IN TRAM	002
09/20/2012	NWAP	I	NEW APPLICATION ENTERED IN TRAM	001

<b>CURRENT CORRESPONDENCE INFORMATION</b>	

ATTORNEY	Christopher J. Day
CORRESPONDENCE ADDRESS	CHRISTOPHER J. DAY LAW OFFICE OF CHRISTOPHER DAY 9977 N 90TH ST STE 155 SCOTTSDALE, AZ 85258-4499
DOMESTIC REPRESENTATIVE	NONE



# TENNANT BIOTRANSDUCER

**Response to Office Action****The table below presents the data as entered.**

Input Field	Entered
<b>SERIAL NUMBER</b>	85731087
<b>LAW OFFICE ASSIGNED</b>	LAW OFFICE 101
<b>MARK SECTION</b>	
<b>MARK</b>	http://tess2.uspto.gov/ImageAgent/ImageAgentProxy?getImage=85731087
<b>LITERAL ELEMENT</b>	TENNANT BIOTRANSDUCER
<b>STANDARD CHARACTERS</b>	YES
<b>USPTO-GENERATED IMAGE</b>	YES
<b>MARK STATEMENT</b>	The mark consists of standard characters, without claim to any particular font style, size or color.
<b>ADDITIONAL STATEMENTS SECTION</b>	
<b>SECTION 2(f) Claim of Acquired Distinctiveness, IN PART, based on Active Prior Registration(s)</b>	TENNANT has become distinctive of the goods/services as evidenced by the ownership on the Principal Register for the same mark for related goods or services of U.S. Registration No(s). 3157112.
<b>SIGNATURE SECTION</b>	
<b>RESPONSE SIGNATURE</b>	/Christopher J. Day/
<b>SIGNATORY'S NAME</b>	Christopher J. Day
<b>SIGNATORY'S POSITION</b>	Attorney of record, Arizona bar member
<b>SIGNATORY'S PHONE NUMBER</b>	602-258-4440
<b>DATE SIGNED</b>	03/21/2013
<b>AUTHORIZED SIGNATORY</b>	YES
<b>FILING INFORMATION SECTION</b>	
<b>SUBMIT DATE</b>	Thu Mar 21 17:04:44 EDT 2013
<b>TEAS STAMP</b>	USPTO/ROA-XXX.XX.XX.XXX-2 0130321170444919200-85731 087-500d4442b2702adcbefac c57a2fba9f99f725b2cd41090 69ea3052a41fa9e112d-N/A-N /A-20130321170420590258

**Response to Office Action****To the Commissioner for Trademarks:**

Application serial no. **85731087** TENNANT BIOTRANSDUCER(Standard Characters, see <http://tess2.uspto.gov/ImageAgent/ImageAgentProxy?getImage=85731087>) has been amended as follows:

**ADDITIONAL STATEMENTS**

**SECTION 2(f) Claim of Acquired Distinctiveness, IN PART, based on Active Prior Registration(s)**

TENNANT has become distinctive of the goods/services as evidenced by the ownership on the Principal Register for the same mark for related goods or services of U.S. Registration No(s). 3157112.

**SIGNATURE(S)**

**Response Signature**

Signature: /Christopher J. Day/ Date: 03/21/2013

Signatory's Name: Christopher J. Day

Signatory's Position: Attorney of record, Arizona bar member

Signatory's Phone Number: 602-258-4440

The signatory has confirmed that he/she is an attorney who is a member in good standing of the bar of the highest court of a U.S. state, which includes the District of Columbia, Puerto Rico, and other federal territories and possessions; and he/she is currently the applicant's attorney or an associate thereof; and to the best of his/her knowledge, if prior to his/her appointment another U.S. attorney or a Canadian attorney/agent not currently associated with his/her company/firm previously represented the applicant in this matter: (1) the applicant has filed or is concurrently filing a signed revocation of or substitute power of attorney with the USPTO; (2) the USPTO has granted the request of the prior representative to withdraw; (3) the applicant has filed a power of attorney appointing him/her in this matter; or (4) the applicant's appointed U.S. attorney or Canadian attorney/agent has filed a power of attorney appointing him/her as an associate attorney in this matter.

Serial Number: 85731087

Internet Transmission Date: Thu Mar 21 17:04:44 EDT 2013

TEAS Stamp: USPTO/ROA-XXX.XX.XX.XXX-2013032117044491

9200-85731087-500d4442b2702adcbefacc57a2

fba9f99f725b2cd4109069ea3052a41fa9e112d-

N/A-N/A-20130321170420590258

**To:** Tennant Family, Ltd. ([chris@daylawfirm.com](mailto:chris@daylawfirm.com))  
**Subject:** U.S. TRADEMARK APPLICATION NO. 85731087 - TENNANT BIOTRANSDUCER - N/A  
**Sent:** 3/9/2013 9:35:05 AM  
**Sent As:** ECOM101@USPTO.GOV  
**Attachments:**

**UNITED STATES PATENT AND TRADEMARK OFFICE (USPTO)**  
**OFFICE ACTION (OFFICIAL LETTER) ABOUT APPLICANT'S TRADEMARK APPLICATION**

**U.S. APPLICATION SERIAL NO.** 85731087

**MARK:** TENNANT BIOTRANSDUCER

**\*85731087\***

**CORRESPONDENT ADDRESS:**

CHRISTOPHER J. DAY

LAW OFFICE OF CHRISTOPHER DAY

9977 N 90TH ST STE 155

SCOTTSDALE, AZ 85258-4499

**CLICK HERE TO RESPOND TO THIS LETTER:**

[http://www.uspto.gov/trademarks/teas/response\\_forms.jsp](http://www.uspto.gov/trademarks/teas/response_forms.jsp)

**APPLICANT:** Tennant Family, Ltd.

**CORRESPONDENT'S REFERENCE/DOCKET  
NO:**

N/A

**CORRESPONDENT E-MAIL ADDRESS:**

[chris@daylawfirm.com](mailto:chris@daylawfirm.com)

**OFFICE ACTION**

**STRICT DEADLINE TO RESPOND TO THIS LETTER**

TO AVOID ABANDONMENT OF APPLICANT'S TRADEMARK APPLICATION, THE USPTO MUST RECEIVE APPLICANT'S COMPLETE RESPONSE TO THIS LETTER **WITHIN 6 MONTHS** OF THE ISSUE/MAILING DATE BELOW.

**ISSUE/MAILING DATE: 3/9/2013**

This Office action is in response to applicant's communication filed on January 28, 2013. **Applicant is encouraged to telephone** or e-mail the assigned trademark examining attorney to resolve the issues raised in this Office action by examiner's amendment. Although a formal response may never be submitted by e-mail, an applicant may communicate informally by phone or e-mail with the trademark examining attorney to agree to a proposed amendment to the application that will immediately place the application in condition for publication for opposition, issuance of a

registration, or suspension. *See* TMEP §707.

# **1. SECTION 2(f) ACQUIRED DISTINCTIVENESS IN PART**

Applicant believes that a portion of the mark has acquired distinctiveness, however, has claimed acquired distinctiveness as to the entire mark. Applicant may amend the application to add a claim of acquired distinctiveness as to that portion of the mark that has acquired distinctiveness under Trademark Act Section 2(f). *See* 15 U.S.C. §1052(f); TMEP §1212.02(f)(i). Evidence in support of this claim may consist of one or more of the following:

Applicant must submit the following statement, if accurate: **“The wording “TENNANT” in the mark has become distinctive of the goods and/or services as evidenced by ownership of U.S. Registration No(s). 3157112 on the Principal Register for the same mark for related goods and/or services.”** TMEP §1212.04(e).

If applicant has questions regarding this Office action, please telephone or e-mail the assigned trademark examining attorney. All relevant e-mail communications will be placed in the official application record; however, an e-mail communication will not be accepted as a response to this Office action and will not extend the deadline for filing a proper response. *See* 37 C.F.R. §2.191; TMEP §§304.01-.02, 709.04-.05. Further, although the trademark examining attorney may provide additional explanation pertaining to the refusal(s) and/or requirement(s) in this Office action, the trademark examining attorney may not provide legal advice or statements about applicant’s rights. *See* TMEP §§705.02, 709.06.

/Matthew J. McDowell/  
 Trademark Examining Attorney  
 Law Office 101  
 (571) 272-8263  
 matthew.mcdowell@uspto.gov

**TO RESPOND TO THIS LETTER:** Go to [http://www.uspto.gov/trademarks/teas/response\\_forms.jsp](http://www.uspto.gov/trademarks/teas/response_forms.jsp). Please wait 48-72 hours from the issue/mailling date before using the Trademark Electronic Application System (TEAS), to allow for necessary system updates of the application. For *technical* assistance with online forms, e-mail [TEAS@uspto.gov](mailto:TEAS@uspto.gov). For questions about the Office action itself, please contact the assigned trademark examining attorney. **E-mail communications will not be accepted as responses to Office actions; therefore, do not respond to this Office action by e-mail.**

**All informal e-mail communications relevant to this application will be placed in the official application record.**

**WHO MUST SIGN THE RESPONSE:** It must be personally signed by an individual applicant or someone with legal authority to bind an applicant (i.e., a corporate officer, a general partner, all joint applicants). If an applicant is represented by an attorney, the attorney must sign the response.

**PERIODICALLY CHECK THE STATUS OF THE APPLICATION:** To ensure that applicant does not miss crucial deadlines or official notices, check the status of the application every three to four months using the Trademark Status and Document Retrieval (TSDR) system at <http://tsdr.uspto.gov/>. Please keep a copy of the TSDR status screen. If the status shows no change for more than six months, contact the



Trademark Assistance Center by e-mail at [TrademarkAssistanceCenter@uspto.gov](mailto:TrademarkAssistanceCenter@uspto.gov) or call 1-800-786-9199. For more information on checking status, see <http://www.uspto.gov/trademarks/process/status/>.

**TO UPDATE CORRESPONDENCE/E-MAIL ADDRESS:** Use the TEAS form at <http://www.uspto.gov/trademarks/teas/correspondence.jsp>.

**To:** Tennant Family, Ltd. ([chris@daylawfirm.com](mailto:chris@daylawfirm.com))  
**Subject:** U.S. TRADEMARK APPLICATION NO. 85731087 - TENNANT BIOTRANSDUCER - N/A  
**Sent:** 3/9/2013 9:35:06 AM  
**Sent As:** ECOM101@USPTO.GOV  
**Attachments:**

**UNITED STATES PATENT AND TRADEMARK OFFICE (USPTO)**

**IMPORTANT NOTICE REGARDING YOUR  
U.S. TRADEMARK APPLICATION**

USPTO OFFICE ACTION (OFFICIAL LETTER) HAS ISSUED  
ON **3/9/2013** FOR U.S. APPLICATION SERIAL NO. 85731087

Please follow the instructions below:

**(1) TO READ THE LETTER:** Click on this [link](#) or go to <http://tsdr.uspto.gov>, enter the U.S. application serial number, and click on "Documents."

The Office action may not be immediately viewable, to allow for necessary system updates of the application, but will be available within 24 hours of this e-mail notification.

**(2) TIMELY RESPONSE IS REQUIRED:** Please carefully review the Office action to determine (1) how to respond, and (2) the applicable response time period. Your response deadline will be calculated from **3/9/2013** (*or sooner if specified in the Office action*). For information regarding response time periods, see <http://www.uspto.gov/trademarks/process/status/responsetime.jsp>.

**Do NOT hit "Reply" to this e-mail notification, or otherwise e-mail your response** because the USPTO does NOT accept e-mails as responses to Office actions. Instead, the USPTO recommends that you respond online using the Trademark Electronic Application System (TEAS) response form located at [http://www.uspto.gov/trademarks/teas/response\\_forms.jsp](http://www.uspto.gov/trademarks/teas/response_forms.jsp).

**(3) QUESTIONS:** For questions about the contents of the Office action itself, please contact the assigned trademark examining attorney. For *technical* assistance in accessing or viewing the Office action in the Trademark Status and Document Retrieval (TSDR) system, please e-mail [TSDR@uspto.gov](mailto:TSDR@uspto.gov).

**WARNING**

**Failure to file the required response by the applicable response deadline will result in the ABANDONMENT of your application.** For more information regarding abandonment, see <http://www.uspto.gov/trademarks/basics/abandon.jsp>.

**PRIVATE COMPANY SOLICITATIONS REGARDING YOUR APPLICATION:** Private companies **not** associated with the USPTO are using information provided in trademark applications to mail or e-mail trademark-related solicitations. These companies often use names that closely resemble the USPTO and their solicitations may look like an official government document. Many solicitations require that you pay “fees.”

Please carefully review all correspondence you receive regarding this application to make sure that you are responding to an official document from the USPTO rather than a private company solicitation. All official USPTO correspondence will be mailed only from the “United States Patent and Trademark Office” in Alexandria, VA; or sent by e-mail from the domain “@uspto.gov.” For more information on how to handle private company solicitations, see [http://www.uspto.gov/trademarks/solicitation\\_warnings.jsp](http://www.uspto.gov/trademarks/solicitation_warnings.jsp).

**Trademark Snap Shot Amendment & Mail Processing Stylesheet**  
(Table presents the data on Amendment & Mail Processing Complete)

**OVERVIEW**

SERIAL NUMBER	85731087	FILING DATE	09/17/2012
REG NUMBER	0000000	REG DATE	N/A
REGISTER	PRINCIPAL	MARK TYPE	TRADEMARK
INTL REG #	N/A	INTL REG DATE	N/A
TM ATTORNEY	MCDOWELL, MATTHEW J	L.O. ASSIGNED	101

**PUB INFORMATION**

RUN DATE	01/30/2013		
PUB DATE	N/A		
STATUS	661-RESPONSE AFTER NON-FINAL-ACTION-ENTERED		
STATUS DATE	01/29/2013		
LITERAL MARK ELEMENT	TENNANT BIOTRANSDUCER		
DATE ABANDONED	N/A	DATE CANCELLED	N/A
SECTION 2F	YES	SECTION 2F IN PART	NO
SECTION 8	NO	SECTION 8 IN PART	NO
SECTION 15	NO	REPUB 12C	N/A
RENEWAL FILED	NO	RENEWAL DATE	N/A
DATE AMEND REG	N/A		

**FILING BASIS**

FILED BASIS		CURRENT BASIS		AMENDED BASIS	
1 (a)	YES	1 (a)	YES	1 (a)	NO
1 (b)	NO	1 (b)	NO	1 (b)	NO
44D	NO	44D	NO	44D	NO
44E	NO	44E	NO	44E	NO
66A	NO	66A	NO		
NO BASIS	NO	NO BASIS	NO		

**MARK DATA**

STANDARD CHARACTER MARK	YES
LITERAL MARK ELEMENT	TENNANT BIOTRANSDUCER
MARK DRAWING CODE	4-STANDARD CHARACTER MARK
COLOR DRAWING FLAG	NO

**CURRENT OWNER INFORMATION**

PARTY TYPE	10-ORIGINAL APPLICANT
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01/22/2013	GNRN	O	NOTIFICATION OF NON-FINAL ACTION E-MAILED	006
01/22/2013	GNRT	F	NON-FINAL ACTION E-MAILED	005
01/22/2013	CNRT	R	NON-FINAL ACTION WRITTEN	004
01/12/2013	DOCK	D	ASSIGNED TO EXAMINER	003
09/20/2012	NWOS	I	NEW APPLICATION OFFICE SUPPLIED DATA ENTERED IN TRAM	002
09/20/2012	NWAP	I	NEW APPLICATION ENTERED IN TRAM	001

<b>CURRENT CORRESPONDENCE INFORMATION</b>	
ATTORNEY	Christopher J. Day
CORRESPONDENCE ADDRESS	CHRISTOPHER J. DAY LAW OFFICE OF CHRISTOPHER DAY 9977 N 90TH ST STE 155 SCOTTSDALE, AZ 85258-4499
DOMESTIC REPRESENTATIVE	NONE



# TENNANT BIOTRANSDUCER

**Response to Office Action****The table below presents the data as entered.**

Input Field	Entered
<b>SERIAL NUMBER</b>	85731087
<b>LAW OFFICE ASSIGNED</b>	LAW OFFICE 101
<b>MARK SECTION</b>	
<b>MARK</b>	http://tess2.uspto.gov/ImageAgent/ImageAgentProxy?getImage=85731087
<b>LITERAL ELEMENT</b>	TENNANT BIOTRANSDUCER
<b>STANDARD CHARACTERS</b>	YES
<b>USPTO-GENERATED IMAGE</b>	YES
<b>MARK STATEMENT</b>	The mark consists of standard characters, without claim to any particular font style, size or color.
<b>ADDITIONAL STATEMENTS SECTION</b>	
<b>DISCLAIMER</b>	No claim is made to the exclusive right to use BIOTRANSDUCER apart from the mark as shown.
<b>SECTION 2(f) Claim of Acquired Distinctiveness, based on Active Prior Registration(s)</b>	The mark has become distinctive of the goods/services as evidenced by the ownership on the Principal Register for the same mark for related goods or services of U.S. Registration No(s). 3157112.
<b>SIGNATURE SECTION</b>	
<b>RESPONSE SIGNATURE</b>	/Christopher J. Day/
<b>SIGNATORY'S NAME</b>	Christopher J. Day
<b>SIGNATORY'S POSITION</b>	Attorney of record, Arizona bar member
<b>SIGNATORY'S PHONE NUMBER</b>	602-258-4440
<b>DATE SIGNED</b>	01/28/2013
<b>AUTHORIZED SIGNATORY</b>	YES
<b>FILING INFORMATION SECTION</b>	
<b>SUBMIT DATE</b>	Mon Jan 28 15:53:48 EST 2013
<b>TEAS STAMP</b>	USPTO/ROA-XXX.XX.XX.XXX-2 0130128155348545253-85731 087-490c855a37590bcd14110 9d38c8859cebfd-N/A-N/A-20 130128155324477093

**Response to Office Action**

**To the Commissioner for Trademarks:**

Application serial no. **85731087** TENNANT BIOTRANSDUCER(Standard Characters, see <http://tess2.uspto.gov/ImageAgent/ImageAgentProxy?getImage=85731087>) has been amended as follows:

**ADDITIONAL STATEMENTS**

**Disclaimer**

No claim is made to the exclusive right to use BIOTRANSDUCER apart from the mark as shown.

**SECTION 2(f) Claim of Acquired Distinctiveness, based on Active Prior Registration(s)**

The mark has become distinctive of the goods/services as evidenced by the ownership on the Principal Register for the same mark for related goods or services of U.S. Registration No(s). 3157112.

**SIGNATURE(S)**

**Response Signature**

Signature: /Christopher J. Day/ Date: 01/28/2013

Signatory's Name: Christopher J. Day

Signatory's Position: Attorney of record, Arizona bar member

Signatory's Phone Number: 602-258-4440

The signatory has confirmed that he/she is an attorney who is a member in good standing of the bar of the highest court of a U.S. state, which includes the District of Columbia, Puerto Rico, and other federal territories and possessions; and he/she is currently the applicant's attorney or an associate thereof; and to the best of his/her knowledge, if prior to his/her appointment another U.S. attorney or a Canadian attorney/agent not currently associated with his/her company/firm previously represented the applicant in this matter: (1) the applicant has filed or is concurrently filing a signed revocation of or substitute power of attorney with the USPTO; (2) the USPTO has granted the request of the prior representative to withdraw; (3) the applicant has filed a power of attorney appointing him/her in this matter; or (4) the applicant's appointed U.S. attorney or Canadian attorney/agent has filed a power of attorney appointing him/her as an associate attorney in this matter.

Serial Number: 85731087

Internet Transmission Date: Mon Jan 28 15:53:48 EST 2013

TEAS Stamp: USPTO/ROA-XXX.XX.XX.XXX-2013012815534854

5253-85731087-490c855a37590bcd141109d38c

8859cebdf-N/A-N/A-20130128155324477093

**To:** Tennant Family, Ltd. ([chris@daylawfirm.com](mailto:chris@daylawfirm.com))

**Subject:** U.S. TRADEMARK APPLICATION NO. 85731087 - TENNANT BIOTRANSDUCER - N/A

**Sent:** 1/22/2013 4:43:02 PM

**Sent As:** ECOM101@USPTO.GOV

**Attachments:** [Attachment - 1](#)  
[Attachment - 2](#)  
[Attachment - 3](#)  
[Attachment - 4](#)  
[Attachment - 5](#)  
[Attachment - 6](#)  
[Attachment - 7](#)  
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[Attachment - 52](#)

**UNITED STATES PATENT AND TRADEMARK OFFICE (USPTO)**

**OFFICE ACTION (OFFICIAL LETTER) ABOUT APPLICANT'S TRADEMARK APPLICATION**

**U.S. APPLICATION SERIAL NO.** 85731087

**MARK:** TENNANT BIOTRANSDUCER

**\*85731087\***

**CORRESPONDENT ADDRESS:**

CHRISTOPHER J. DAY

LAW OFFICE OF CHRISTOPHER DAY

9977 N 90TH ST STE 155

SCOTTSDALE, AZ 85258-4499

**CLICK HERE TO RESPOND TO THIS LETTER:**

[http://www.uspto.gov/trademarks/teas/response\\_forms.jsp](http://www.uspto.gov/trademarks/teas/response_forms.jsp)

**APPLICANT:** Tennant Family, Ltd.

**CORRESPONDENT'S REFERENCE/DOCKET  
NO:**

N/A

**CORRESPONDENT E-MAIL ADDRESS:**

chris@daylawfirm.com

**OFFICE ACTION**

**STRICT DEADLINE TO RESPOND TO THIS LETTER**

TO AVOID ABANDONMENT OF APPLICANT'S TRADEMARK APPLICATION, THE USPTO MUST RECEIVE APPLICANT'S COMPLETE RESPONSE TO THIS LETTER **WITHIN 6 MONTHS** OF THE ISSUE/MAILING DATE BELOW.

**ISSUE/MAILING DATE: 1/22/2013**

The referenced application has been reviewed by the assigned trademark examining attorney. Applicant must respond timely and completely to

the issue(s) below. 15 U.S.C. §1062(b); 37 C.F.R. §§2.62, 2.65(a); TMEP §§711, 718.03.

### SEARCH OF OFFICE'S DATABASE OF MARKS

The Office records have been searched and there are no similar registered or pending marks that would bar registration under Trademark Act Section 2(d), 15 U.S.C. §1052(d). TMEP §704.02.

### 1. SECTION 2(e)(4) REFUSAL – PRIMARILY MERELY A SURNAME

Registration is refused because the applied-for mark is primarily merely a surname. Trademark Act Section 2(e)(4), 15 U.S.C. §1052(e)(4); *see* TMEP §1211. The primary significance of the mark to the purchasing public determines whether a term is primarily merely a surname. *In re Kahan & Weisz Jewelry Mfg. Corp.*, 508 F.2d 831, 832, 184 USPQ 421, 422 (C.C.P.A. 1975); *In re Binion*, 93 USPQ2d 1531, 1537 (TTAB 2009); *see* TMEP §§1211, 1211.01.

Please see the attached evidence from the internet, establishing the surname significance of the surname “TENNANT”. This evidence shows the applied-for mark appearing 100+ times as a surname in a nationwide telephone directory of names on whitepages.com.

Combining a surname with the generic name for the goods and/or services does not overcome a mark’s surname significance. *See In re Hamilton Pharms. Ltd.*, 27 USPQ2d 1939 (TTAB 1993) (holding HAMILTON PHARMACEUTICALS primarily merely a surname for pharmaceutical products); *In re Cazes*, 21 USPQ2d 1796 (TTAB 1991) (holding BRASSERIE LIPP primarily merely a surname when used in connection with restaurant services); *In re Woolley’s Petite Suites*, 18 USPQ2d 1810 (TTAB 1991) (holding WOOLLEY’S PETITE SUITES primarily merely a surname for hotel and motel services); TMEP §1211.01(b)(vi).

Evidence that a word has no meaning or significance other than as a surname is relevant to determining whether the word would be perceived as primarily merely a surname. *See In re Petrin Corp.*, 231 USPQ 902, 903 (TTAB 1986); TMEP §1211.02(b)(vi). The attached evidence from Merriam-webster.com shows that the word “tenant” does not appear in the dictionary. Thus, this word appears to have no meaning or significance other than as a surname.

The fact that a term looks and sounds like a surname may contribute to a finding that the primary significance of the term is that of a surname. *In re Giger*, 78 USPQ2d 1405, 1409 (TTAB 2006); *In re Gregory*, 70 USPQ2d 1792, 1796 (TTAB 2004); *In re Industrie Pirelli Societa per Azioni*, 9 USPQ2d 1564, 1566 (TTAB 1988); *In re Petrin Corp.*, 231 USPQ 902, 904 (TTAB 1986); *see* TMEP §1211.01(a)(vi).

### PROVING ACQUIRED DISTINCTIVENESS

A mark deemed primarily merely a surname may be registered on the Principal Register under Trademark Act Section 2(f) by satisfying one of the following:

- (1) Submitting a claim of ownership of one or more prior registrations on the Principal Register for a mark that is the same as the mark in the application and for the same or related goods and/or services. 37 C.F.R. §2.41(b); TMEP §1212.04. The following wording is suggested: **“The mark has become distinctive under Section 2(f) of the goods or services as evidenced by ownership of U.S. Registration No(s). 3157112 on the Principal Register for the same mark for related goods or services.”** TMEP §1212.04(e).;
- (2) Submitting the following statement, verified with an affidavit or signed declaration under 37 C.F.R. §§2.20, 2.33: “The mark has



become distinctive of the goods and/or services through applicant's substantially exclusive and continuous use in commerce for at least the five years immediately before the date of this statement." 37 C.F.R. §2.41(b); TMEP §1212.05(d); or

- (3) Submitting actual evidence of acquired distinctiveness. 37 C.F.R. §2.41(a); TMEP §1212.06. Such evidence may include the following: examples of advertising and promotional materials that specifically promote the applied-for mark as a trademark or service mark in the United States; dollar figures for advertising devoted to such promotion; dealer and consumer statements of recognition of the applied-for mark as a trademark or service mark; and any other evidence that establishes recognition of the applied-for mark as a source-identifier for the goods and/or services. *See In re Ideal Indus., Inc.*, 508 F.2d 1336, 184 USPQ 487 (C.C.P.A. 1975); *In re Instant Transactions Corp. of Am.*, 201 USPQ 957 (TTAB 1979); TMEP §§1212.06 *et seq.*

Trademark Act Section 2(f), 15 U.S.C. §1052(f); *see* 37 C.F.R. §2.41; TMEP §§1211, 1212.

If applicant cannot satisfy one of the above, applicant can amend the application to seek registration on the Supplemental Register. Trademark Act Section 23, 15 U.S.C. §1091; *see* 37 C.F.R. §§2.47, 2.75(a).

## **SUPPLEMENTAL REGISTER**

The applied-for mark has been refused registration on the Principal Register. Applicant may respond to the refusal by submitting evidence and arguments in support of registration and/or by amending the application to seek registration on the Supplemental Register. *See* 15 U.S.C. §1091; 37 C.F.R. §§2.47, 2.75(a); TMEP §§801.02(b), 816. Amending to the Supplemental Register does not preclude applicant from submitting evidence and arguments against the refusal(s). TMEP §816.04.

Although registration on the Supplemental Register does not afford all the benefits of registration on the Principal Register, it does provide the following advantages:

- The registrant may use the registration symbol ®;
- The registration is protected against registration of a confusingly similar mark under Trademark Act Section 2(d);
- The registrant may bring suit for infringement in federal court; and
- The registration may serve as the basis for a filing in a foreign country under the Paris Convention and other international agreements.

*See* 15 U.S.C. §§1052(d), 1091, 1094; TMEP §815.

Although applicant's mark has been refused registration, applicant may respond to the refusal(s) by submitting evidence and arguments in support of registration.

Applicant must respond to the requirement(s) set forth below.

## **2. DISCLAIMER REQUIRED**

Applicant must disclaim the descriptive wording "BIOTRANSDUCER" apart from the mark as shown because it merely describes a characteristic or purpose of applicant's goods. Specifically, applicant's goods utilize a biotransducer *See* 15 U.S.C. §1056(a); TMEP §§1213, 1213.03(a). *See* attached internet evidence and third-party registrations with the terms disclaimed on related goods/services.

The computerized printing format for the Office's *Trademark Official Gazette* requires a standardized format for a disclaimer. TMEP §1213.08(a)(i). The following is the standard format used by the Office:

No claim is made to the exclusive right to use "BIOTRANSDUCER" apart from the mark as shown.

TMEP §1213.08(a)(i); see *In re Owatonna Tool Co.*, 231 USPQ 493 (Comm'r Pats. 1983).

The Office can require an applicant to disclaim an unregistrable part of a mark consisting of particular wording, symbols, numbers, design elements or combinations thereof. 15 U.S.C. §1056(a). Under Trademark Act Section 2(e), the Office can refuse registration of an entire mark if the entire mark is merely descriptive, deceptively misdescriptive, or primarily geographically descriptive of the goods. 15 U.S.C. §1052(e). Thus, the Office may require an applicant to disclaim a portion of a mark that, when used in connection with the goods or services, is merely descriptive, deceptively misdescriptive, primarily geographically descriptive, or otherwise unregistrable (e.g., generic). See TMEP §§1213, 1213.03.

Failure to comply with a disclaimer requirement can result in a refusal to register the entire mark. TMEP §1213.01(b).

A "disclaimer" is a statement that applicant does not claim exclusive rights to an unregistrable component of a mark. TMEP §1213. A disclaimer does not affect the appearance of the applied-for mark. See TMEP §1213.10.

## **RESPONDING TO THIS OFFICE ACTION**

For this application to proceed toward registration, applicant must explicitly address each refusal and/or requirement raised in this Office action. If the action includes a refusal, applicant may provide arguments and/or evidence as to why the refusal should be withdrawn and the mark should register. Applicant may also have other options for responding to a refusal and should consider such options carefully. To respond to requirements and certain refusal response options, applicant should set forth in writing the required changes or statements.

If applicant does not respond to this Office action within six months of the issue/ mailing date, or responds by expressly abandoning the application, the application process will end, the trademark will fail to register, and the application fee will not be refunded. See 15 U.S.C. §1062(b); 37 C.F.R. §§2.65(a), 2.68(a), 2.209(a); TMEP §§405.04, 718.01, 718.02. Where the application has been abandoned for failure to respond to an Office action, applicant's only option would be to file a timely petition to revive the application, which, if granted, would allow the application to return to live status. See 37 C.F.R. §2.66; TMEP §1714. There is a \$100 fee for such petitions. See 37 C.F.R. §§2.6, 2.66(b)(1).

Applicant should include the following information on all correspondence with the Office: (1) the name and law office number of the trademark examining attorney, (2) the serial number and filing date of the application, (3) the date of issuance of this Office action, (4) applicant's name, address, telephone number and e-mail address (if applicable), and (5) the mark. 37 C.F.R. §2.194(b)(1); TMEP §302.03(a).

To expedite prosecution of the application, applicant is encouraged to file its response to this Office action online via the Trademark Electronic Application System (TEAS), which is available at <http://www.uspto.gov/trademarks/teas/index.jsp>. If applicant has technical questions about the TEAS response to Office action form, applicant can review the electronic filing tips available online at [http://www.uspto.gov/trademarks/teas/e\\_filing\\_tips.jsp](http://www.uspto.gov/trademarks/teas/e_filing_tips.jsp) and email technical questions to [TEAS@uspto.gov](mailto:TEAS@uspto.gov).

If applicant has questions regarding this Office action, please telephone or e-mail the assigned trademark examining attorney. All relevant e-mail communications will be placed in the official application record; however, an e-mail communication will not be accepted as a response to this Office action and will not extend the deadline for filing a proper response. See 37 C.F.R. §2.191; TMEP §§304.01-.02, 709.04-.05. Further,

although the trademark examining attorney may provide additional explanation pertaining to the refusal(s) and/or requirement(s) in this Office action, the trademark examining attorney may not provide legal advice or statements about applicant's rights. See TMEP §§705.02, 709.06.

/Matthew J. McDowell/  
Trademark Examining Attorney  
Law Office 101  
(571) 272-8263  
matthew.mcdowell@uspto.gov


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**All informal e-mail communications relevant to this application will be placed in the official application record.**

**WHO MUST SIGN THE RESPONSE:** It must be personally signed by an individual applicant or someone with legal authority to bind an applicant (i.e., a corporate officer, a general partner, all joint applicants). If an applicant is represented by an attorney, the attorney must sign the response.

**PERIODICALLY CHECK THE STATUS OF THE APPLICATION:** To ensure that applicant does not miss crucial deadlines or official notices, check the status of the application every three to four months using the Trademark Status and Document Retrieval (TSDR) system at <http://tsdr.uspto.gov/>. Please keep a copy of the TSDR status screen. If the status shows no change for more than six months, contact the Trademark Assistance Center by e-mail at [TrademarkAssistanceCenter@uspto.gov](mailto:TrademarkAssistanceCenter@uspto.gov) or call 1-800-786-9199. For more information on checking status, see <http://www.uspto.gov/trademarks/process/status/>.

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## Tennant (surname)

From Wikipedia, the free encyclopedia

**Tennant** is a Scottish surname, and may refer to:

- Alexander Tennant (1772–1814), British colonist of South Africa
- Andrew Tennant (disambiguation) Andrew or Andy, multiple people
- Charles Tennant (1768–1838), Scottish chemist and industrialist
- Christopher Tennant (born 1978), American journalist and author
- David Tennant (born 1971), Scottish actor
- Don Tennant (1922–2001), American advertising executive
- Dorothy Tennant (1855–1926), British artist
- Edward Tennant, 1st Baron Glenconner (1859–1920), British politician
- Edward Wyndham Tennant (1897–1916), British poet
- Emma Tennant (born 1937), British novelist
- Harold Tennant (1865–1935), British politician
- Henry Tennant (1823–1910), British railway administrator
- Iain Tennant (1919–2006), British businessman
- James Tennant (disambiguation), multiple people
- Jan Tennant (born 1937), Canadian television journalist
- John Tennant (disambiguation), multiple people

- **Kylie Tennant** (1912–1988), Australian novelist, playwright and historian
- **Neil Tennant** (born 1954), British musician with the Pet Shop Boys
- **Neil Tennant (philosopher)** (born 1950)
- **Scott Tennant** (born 1962), American classical guitarist, composer and member of the LAGQ
- **Smithson Tennant** (1761–1815), British chemist
- **Stella Tennant** (born 1970), model
- **Stephen Tennant** (1906–1987), British aristocratic eccentric
- **Veronica Tennant** (born 1946), Canadian ballerina
- **Victoria Tennant** (born 1950), British actress
- **William Tennant** (1784–1848), Scottish poet

**See also**[\[edit\]](#)

- **Baron Glenconner**, family name *Tennant*
- **Tennent**



*This page or section lists people with the **surname Tennant**. If an **internal link** intending to refer to a specific person led you to this page, you may wish to change that link by adding the person's **given name(s)** to the link.*

Categories: Surnames

This page was last modified on 23 January 2012 at 16:44.


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### Tennant Family Crest and Name History

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Where did the Scottish Tennant family come from? What is the Scottish Tennant family crest and coat of arms? When did the Tennant family first arrive in the United States? Where did the various branches of the family go? What is the Tennant family history?

The Strathclyde-Briton people of ancient [Scotland](#) were the first to use the name Tennant. It is a name for someone who works as a *tenant farmer*. The name was applied to those who paid for the rent on their land through working the fields and donating a percentage of the take to the landlord.

#### Tennant Early Origins [More](#)

Before the printing press standardized spelling in the last few hundred years, no general rules existed in the English language. [Spelling variations](#) in Scottish names from the Middle Ages are common even within a single document. Tennant has been spelled Tennant, [tenant](#), Tennand, Tennan, Tenman, Tennend, Tennent, Tenand and many more.


First found in [Linlithgowshire](#), where they held a [family seat](#) at Crestone or Creston from about the year 1150 A.D.

#### Tennant Early History [More](#)

This web page shows only a small excerpt of our Tennant research. Another 215 words(15 lines of text) covering the years 1296, 1320, 1339, 1366, 1644, and 1649 are included under the topic Early Tennant History in all our [PDF Extended History products](#).

#### Tennant Early Notables [More](#)

More information is included under the topic Early Tennant Notables in all our [PDF Extended History products](#).



Plena Dabit Deus Vela

Tennant

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## Tennant In Ireland

[More](#)

Some of the Tennant family moved to [Ireland](#), but this topic is not covered in this excerpt. Another 227 words(16 lines of text) about their life in [Ireland](#) is included in all our [PDF Extended History products](#).

## The Great Migration

[More](#)

For Scottish immigrants, the great expense of travel to North America did not seem such a problem in those unstable times. Acres of land awaited them and many got the chance to fight for their freedom in the American [War of Independence](#). These Scots and their ancestors went on to play important roles in the forging of the great nations of the United States and Canada. Among them:

### Tennant Settlers in the United States in the 17th Century

- Christopher Tennant, who landed in Virginia in 1635
- Christopher Tennant, who settled in Virginia in 1635

### Tennant Settlers in the United States in the 18th Century

- James Tennant, who arrived in Virginia in 1708
- David, Judith and Rebecca Tennant, who all arrived in Charlestown, [SC](#) in 1766
- William Tennant, who arrived in Philadelphia in 1776

### Tennant Settlers in the United States in the 19th Century

- John Tennant, who landed in Delaware in 1800
- Robert Tennant, who arrived in Charleston, [SC](#) in 1810
- William Tennant, who arrived in New York in 1810

### Tennant Settlers in the United States in the 20th Century

- David Tennant, aged 26, who arrived at [Ellis Island](#) from Rutherglen, in 1903
- Arthur Tennant, aged 4, who arrived at [Ellis Island](#) from [Scotland](#), in 1909
- Amy Tennant, aged 23, who arrived at [Ellis Island](#) from Cambnstag, Scotland, in 1910
- Annie Tennant, aged 38, who arrived at [Ellis Island](#) from Glasgow, Scotland, in 1912
- Alexander Tennant, aged 24, who arrived at [Ellis Island](#) from Edinburgh, Scotland, in 1912

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#### Popular Products

- Armorial History With Coat of Arms
- Coat of Arms & Surname History Package
- Family Crest Image (jpg) Heritage Series - 300 DPI
- Key-chain
- Coffee Mug
- Armorial History with Frame
- Framed Surname History and Coat of Arms

#### Contents

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- 2 Tennant Early Origins
- 3 The Great Migration
- 4 Tennant Motto Translated
- 5 Surname Notables
- 6 Tennant Products
- 7 See Also
- 8 References

**Some noteworthy people of the name Tennant**[More](#)

- Donald G Tennant (1922-2001), American advertising executive, who invented "Tony the Tiger" and the "Marlboro Man"
- Charles Tennant (1768-1838), Scottish businessman, industrialist and Liberal politician
- William Tennant (1784-1848), Scottish poet
- Kylie Tennant (1912-1988), Australian novelist, playwright and historian
- Stephen Tennant (1906-1987), British aristocrat, known for his decadent lifestyle
- Edward Priaulx Tennant (1859-1920), English noble, made 1st Baron Glenconner in 1911
- Edward Wyndham Tennant (1897-1916), English war poet
- Veronica Tennant CC, FRSC (b. 1946), English-born, Canadian prima ballerina
- Victoria Tennant (b. 1950), English film and television actress
- Andrew Tennant (1835-1913), Scottish-born Australian pastoralist, businessman and politician

**Motto**[More](#)

The motto was originally a war cry or slogan. Mottoes first began to be shown with arms in the 14th and 15th centuries, but were not in general use until the 17th century. Thus the oldest coats of arms generally do not include a motto. Mottoes seldom form part of the grant of arms: Under most heraldic authorities, a motto is an optional component of the coat of arms, and can be added to or changed at will; many families have chosen not to display a motto.

**Motto:** Plena Dabit Deus Vela

**Motto Translation:** God will fill our sails.

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**References**[More](#)

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11. ...

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Surnames	
<ul style="list-style-type: none"><li>Tennant</li><li><a href="#">Eddy</a></li><li><a href="#">Haught</a></li><li><a href="#">Yost</a></li><li><a href="#">Moore</a></li><li><a href="#">Youst</a></li><li><a href="#">Fetty</a></li><li><a href="#">Wilson</a></li><li><a href="#">Fluharty</a></li><li><a href="#">Ferrell</a></li></ul>	<p>Tennant, Abraham, b.1854, Born 1854, Died Oct 18 1856 in Monongalia Co., VA</p> <p>Tennant, Abraham I., Born 1786 in Clay Dist. Monongalia Co., VA, Died Dec 19 1875 in Clay Dist. Monongalia Co., WV</p> <p>Tennant, Abraham I., b.1854, Born 1854, Died 1916</p> <p>Tennant, Abraham Worley, Born Aug 15 1810 in Monongalia Co., VA, Died Dec 19 1895</p> <p>Tennant, Adam, Born 1784 in Clay Dist. Monongalia Co., VA, Died Mar 01 1878 in Clay Dist. Monongalia Co., WV</p> <p>Tennant, Adam, b.1817, Born Sep 21 1817 in Clay Dist. Monongalia Co., VA, Died Jul 09 1869 in Clay Dist. Monongalia Co., WV</p> <p>Tennant, Adam Brown, Born Dec 02 1798 in Monongalia Co., VA, Died Nov 02 1876 in Battelle District, Mon Co., WV</p> <p>Tennant, Adam N., Born 1858, Died Sep 30 1863</p> <p>Tennant, Adelia, Born 1880, Died 1945</p> <p>Tennant, Albert Blind, Born 1834, Died 1896</p> <p>Tennant, Albert S., Born Jul 20 1912 in Fairmont, WV, Died Feb 05 1993 in Aiken Co., SC</p> <p>Tennant, Albert Sidney, Born Sep 04 1868 in Monongalia Co., WV, Died Mar 15 1927</p> <p>Tennant, Alberta Gail, Born Apr 16 1922 in Jake's Run, Monongalia Co., WV, Died Dec 07 2000</p>

2001 in Morgantown, WV

Tennant, Alcinda, Born 1863, Died 1927

Tennant, Alexander, Born 1780, Died 1850

Tennant, Alexander, b.1806, Born 1806 in PA, Died May 1880 in Tyler Co., WV

Tennant, Alexander, b.1822, Born Mar 01 1822, Died Aug 20 1892

Tennant, Allena Belle, Born Jun 20 1873 in Clay District, Monongalia Co., WV, Died Apr 09 1912

Tennant, Alpha, Born Aug 21 1851, Died Dec 29 1930 in Fairmont, WV

Tennant, Alpheus, Born 1847, Died 1941

Tennant, Alpheus, b.1858, Born 1858, Died 1931

Tennant, Alpheus L., Born 1862, Died 1939

Tennant, Alyzan, Born Oct 26 1868, Died Apr 12 1939

Tennant, Amanda Mandy, Born 1832, Died 1911

Tennant, Ami, Born Mar 27 1830, Died Feb 26 1901 in Miracle Run, Monongalia, WV

Tennant, Amon Jackson, Born Mar 13 1832 in Monongalia Co., VA, Died Mar 29 1903 in Monongalia Co., WV

Tennant, Andrew, Born Jan 16 1820 in Monongalia Co., VA, Died Jun 05 1878 in Monongalia Co., WV

Tennant, Andrew, b.1839, Born Feb 1839, Died Oct 08 1925 in Roane Co., WV

Tennant, Andrew D, Born Dec 29 1844, Died Jul 04 1930

Tennant, Andrew `Andy, Born Mar 25 1902 in Jake's Run, Monongalia Co., WV, Died Apr 23 1966 in Jake's Run, Monongalia Co., WV

Tennant, Anna Barbara, Born Feb 22 1856, Died Dec 31 1893 in Marion Co., WV

Tennant, Annie Elizabeth, Born 1835, Died Feb 11 1874

Tennant, Arley F., Born Apr 26 1892 in Marion Co., WV, Died Jan 08 1970 in Wood Co., WV

Tennant, Arlie M., Born 1894, Died 1915

Tennant, Arthelia, Born Jun 20 1849, Died Oct 01 1931 in Monongalia Co., WV

Tennant, Arthur, Born Jun 28 1881, Died Aug 04 1962 in Fairmont, WV

Tennant, Arzie, Born Aug 13 1876 in Jake's Run, Monongalia Co., WV, Died Jan 14 1945 in Jake's Run, Monongalia Co., WV



Jake's Run, Monongalia Co., WV

Tennant, Arzilla, Born Jan 07 1845 in Monongalia Co., VA, Died Apr 05 1926 in Marion Co., WV

Tennant, Asa, Born Dec 03 1816 in Monongalia Co., VA, Died Oct 1908 in Monongalia Co., WV

Tennant, Asa, b.1848, Born Jan 12 1848, Died Jul 25 1926 in Fairmont, WV

Tennant, Beatrice, Born Jan 14 1896 in Monongalia Co., WV, Died Mar 06 1964 in Fairmont, WV

Tennant, Benitha, Born Mar 23 1848 in Monongalia Co., VA, Died Jul 10 1896

Tennant, Benjamin Harris, Born May 29 1887 in Metz, Marion Co., WV, Died 1956

Tennant, Benjamin L., Born 1854, Died Oct 12 1856

Tennant, Bernice Olive, Born Nov 13 1911, Died Feb 07 1938 in Monongalia Co., WV

Tennant, Bertha, b.1890, Born Sep 12 1890 in Monongalia Co., WV, Died Aug 05 1977

Tennant, Beulah, Born Jul 14 1877 in Monongalia Co., WV, Died 1961 in Cambridge, OH

Tennant, Brown, Born 1856 in Monongalia Co., VA, Died May 04 1948 in McCurdysville, WV

Tennant, Byron Ross, Born Jan 19 1898 in Fairmont, WV, Died Oct 05 1988 in Virginia

Tennant, Carl, Born Nov 08 1925, Died Dec 27 2003

Tennant, Cassandra, Born 1821, Died 1901

Tennant, Cassandra (Cassie), Born Aug 20 1815 in Monongalia Co., VA, Died Jul 01 1902 in Monongalia Co., WV

Tennant, Cassicanna Alice, Born Jul 16 1881 in Monongalia Co., WV, Died Feb 23 1978 in Houston, TX

Tennant, Catherine, Born Sep 22 1828, Died Jan 30 1900

Tennant, Catherine (Sarah), Born 1790 in Monongalia Co., VA, Died 1863 in Greene Co, PA

Tennant, Catherine 'Kate', Born Mar 30 1862, Died Oct 06 1937 in Monongalia Co., WV

Tennant, Celesta O., Born Mar 19 1889 in Monongalia Co., WV, Died Jan 18 1972

Tennant, Charles, b.1889, Born Jan 08 1889, Died 1946

Tennant, Charles, b.1890, Born 1890, Died 1928

Tennant, Charles Cecil, Born Nov 02 1876 in Deep Valley, PA, Died Dec 28 1961 in Brave, PA

Tennant, Charles E., Born Jan 01 1884 in Monongalia Co., WV, Died 1965

Tennant, Charles E., Born Jan 01 1884 in Monongalia Co., WV, Died 1965

Tennant, Charles R., Born Sep 21 1890, Died Aug 1976

Tennant, Charles R., b.1919, Born Dec 03 1919 in Waynesburg, PA, Died Jun 04 1987 in Elizabeth Township, PA

Tennant, Clara Olive, Born 1893, Died 1965

Tennant, Clarence A., Born Aug 23 1884, Died Nov 23 1957 in Ohio Co., WV

Tennant, Clark, Born 1862, Died 1937

Tennant, Colman G., Born 1891, Died 1895

Tennant, Daniel, Born 1817 in Blacksville, Monongalia Co., VA, Died Nov 06 1861 in Ritchie Co., VA

Tennant, Daniel, b.1838, Born Nov 24 1838, Died May 14 1895 in Amos, WV

Tennant, Daniel E., Born Sep 17 1859 in Monongalia Co., VA, Died Jan 16 1924 in Greene Co, PA

Tennant, David L., Born 1849, Died Jun 14 1875

Tennant, David L., b.1861, Born 1861, Died 1929

Tennant, Delilah Catherine, Born Mar 22 1882 in Monongalia Co., WV, Died Oct 06 1978 in Morgantown, WV

Tennant, Denny, Born Feb 09 1829 in Clay Dist. Monongalia Co., VA, Died Jul 20 1909 in Monongalia Co., WV

Tennant, Dessie B., Born 1907, Died 1964

Tennant, Dorothy M., Born Apr 21 1914 in Marion Co., WV, Died Sep 20 1998 in Bradford, PA

Tennant, Earnest James, Born Aug 15 1911 in Monongalia Co., WV, Died Jun 15 1966 in Fairmont, WV

Tennant, Edgar, b.1864, Born Nov 1864, Died Mar 24 1924

Tennant, Edith Gwendolia, Born Jun 15 1883 in Fairmont, WV, Died 1902

Tennant, Edwin C., Born Jul 17 1907 in Fairmont, WV, Died Apr 21 1983 in Fairmont, WV

Tennant, Eliab, Born Apr 26 1822 in Virginia, Died Jan 13 1910 in Amos, Marion Co., WV

Tennant, Elias, Born Jul 02 1893 in Monongalia Co., WV, Died 1939 in Monongalia Co., WV

Tennant, Elias Cannon, Born Jul 07 1860 in Monongalia Co., VA, Died Feb 24 1939 in Fairmont, Marion Co., WV

Tennant, Eliza, Born Jun 13 1826 in Jake's Run, Monongalia Co., VA, Died Oct 08 1895 in

Tennant, Eliza, Born Jun 13 1826 in Jake's Run, Monongalia Co., VA, Died Oct 08 1895 in Jake's Run, Monongalia Co., WV

Tennant, Elizabeth, b.1775, Born 1775 in PA, Died 1870

Tennant, Elizabeth, b.1822, Born 1822, Died 1907

Tennant, Elizabeth, b.1829, Born Jun 02 1829 in Virginia, Died Aug 19 1905

Tennant, Elizabeth, b.1842, Born Oct 03 1842, Died Jun 01 1914

Tennant, Ellis J., Born Mar 27 1849, Died May 28 1938 in Monongalia Co., WV

Tennant, Ellis James, Born Apr 12 1899 in Monongalia Co., WV, Died Oct 20 1956 in Monongalia Co., WV

Tennant, Elza, Born Dec 02 1874 in Monongalia Co., WV, Died Jan 18 1878 in Monongalia Co., WV

Tennant, Emma, Born Sep 18 1878, Died Dec 18 1896 in Fairview, WV

Tennant, Emma, b.1886, Born Apr 30 1886, Died Mar 11 1977 in Monongalia Co., WV

Tennant, Emma M., Born Sep 04 1900 in Jake's Run, Monongalia Co., WV, Died May 07 1977

Tennant, Emrod, Born Sep 18 1822 in Monongalia Co., VA, Died Mar 12 1890 in Pentress, WV

Tennant, Enoch, Born 1812, Died 1880

Tennant, Enos, Born Jan 04 1804 in Monongalia Co., VA, Died May 05 1855 in Monongalia Co., VA

Tennant, Enos, b.1835, Born 1835, Died 1920

Tennant, Enos, b.1853, Born Aug 16 1853 in Monongalia Co., VA, Died Nov 04 1856 in Monongalia Co., VA

Tennant, Enos Irvan, Born Mar 12 1887 in Monongalia Co., WV, Died May 01 1941 in Monongalia Co., WV

Tennant, Esther, Born 1832, Died Apr 15 1860

Tennant, Ethel, Born Jan 27 1912, Died Apr 11 1982

Tennant, Etta, Born May 20 1880 in Monongalia Co., WV, Died Oct 26 1969 in Fairmont, WV

Tennant, Eugenius, Born 1820, Died 1901

Tennant, Eunice Mary, Born Feb 01 1844, Died Nov 05 1889

Tennant, Eva F., Born Aug 27 1894 in Monongalia Co., WV, Died Jun 30 1967 in Waynesburg, PA



Waynesburg, PA

Tennant, Ezra, Born Oct 03 1818, Died Jan 05 1894

Tennant, Ezra, b.1842, Born 1842, Died Oct 14 1864

Tennant, Fannie Fern, Born Feb 22 1872, Died Jan 27 1955

Tennant, Florence E., Born May 07 1887 in Fairmont, WV, Died Sep 08 1972 in Fairmont, WV

Tennant, Florence Elizabeth, Born Feb 24 1898 in Monongalia Co., WV, Died Jul 21 1977 in Fairmont, Marion Co., WV

Tennant, Fountain, Born Mar 08 1861 in Monongalia Co., VA, Died Dec 31 1930 in Fairmont, WV

Tennant, Frances Marion, Born 1844, Died 1912

Tennant, Frankie Nell, Born Jan 06 1905, Died Feb 17 1998 in Fairmont, WV

Tennant, Fred L., Born Jun 27 1877 in Marion Co., WV, Died Apr 04 1899 in Marion Co., WV

Tennant, Fred Leon, Born Mar 19 1894, Died Jan 13 1964

Tennant, Freddie F., Born Feb 04 1895 in Jake's Run, Monongalia Co., WV, Died Oct 14 1897 in Jake's Run, Monongalia Co., WV

Tennant, George, Born 1842, Died 1892

Tennant, George Washington, Born Nov 15 1853, Died 1937

Tennant, Geraldine Cleta, Born Jun 03 1914, Died Dec 1975

Tennant, Gilbert, Born Apr 26 1887 in Fairmont, WV, Died Jun 23 1974 in Greene Co, PA

Tennant, Harold Leroy, Born Nov 23 1922 in Monongalia Co., WV, Died Jun 19 2002 in Fairmont, Marion Co., WV

Tennant, Harry Leonard, Born Apr 14 1889 in Monongalia Co., WV, Died 1962

Tennant, Hattie Jane, Born Apr 02 1889, Died Jul 13 1964 in Fairmont, WV

Tennant, Hazel, Born 1910, Died Jul 13 1988

Tennant, Hester A., Born Feb 1843 in Monongalia Co., VA, Died 1910

Tennant, Hilda, Born Aug 11 1885 in Jake's Run, Monongalia Co., WV, Died May 29 1968 in Fairmont, Marion Co., WV

Tennant, Homer Bert, Born Jul 21 1895 in Monongalia Co., WV, Died Nov 20 1961 in Monongalia Co., WV

Tennant, Homer Clarence, Born Jun 17 1887 in Monongalia Co., WV, Died Feb 05 1945 in

Tennant, Robert Clarence, Born Jan 17 1907 in Monongalia Co., WV, Died Feb 03 1978 in Fairmont, WV

Tennant, Howard O., Born Jul 30 1907, Died Dec 1971

Tennant, Howard Wayne, Born Aug 21 1920 in Jake's Run, Monongalia Co., WV, Died Jun 03 1982 in Morgantown, Monongalia Co., WV

Tennant, Icie Dell, Born Sep 15 1888 in Jake's Run, Monongalia Co., WV, Died Aug 25 1994 in Morgantown, Monongalia Co., WV

Tennant, Inda Delle, Born Apr 15 1881, Died Apr 22 1949 in Monongalia Co., WV

Tennant, Infant, Born Nov 02 1880 in Monongalia Co., WV, Died Nov 02 1880 in Monongalia Co., WV

Tennant, Irving H., Born May 18 1865, Died 1925

Tennant, Isabel, Born 1820, Died May 26 1882

Tennant, Ivan Ivey, Born Aug 21 1818 in Monongalia Co., VA, Died Oct 18 1885 in Clay Dist. Monongalia Co., WV

Tennant, Ivan Luther, Born Apr 23 1881 in Monongalia Co., WV, Died Jun 13 1955 in Monongalia Co., WV

Tennant, J. Roscoe, Born Oct 16 1878 in Jake's Run, Monongalia Co., WV, Died Mar 15 1958 in Morgantown, Monongalia Co., WV

Tennant, Jacob, Born Jan 08 1813 in Clay District, Monongalia Co., VA, Died Jul 19 1884 in Clay Dist. Monongalia Co., WV

Tennant, Jacob, b.1825, Born 1825, Died 1905

Tennant, Jacob, b.1853, Born 1853, Died Feb 09 1854

Tennant, Jacob Aaron, Born Jan 22 1792 in Monongalia Co., VA, Died Nov 07 1874 in Clay Dist. Monongalia Co., WV

Tennant, Jacob E., Born Sep 21 1876 in Monongalia Co., WV, Died Jun 19 1945 in Burton, KS

Tennant, Jacob H., Born Dec 05 1943 in Marion Co., WV, Died Jul 14 1989

Tennant, Jacob J., Born 1838, Died 1920

Tennant, Jacob W., Born 1847, Died 1915

Tennant, Jacob Wesley, Born Dec 22 1847 in Monongalia Co., VA, Died Jun 04 1910

Tennant, James L., Born 1883, Died 1920

Tennant, James Madison, Born 1858, Died 1900

Tennant, Jane, b.1858, Born Mar 04 1858, Died Jun 03 1930

Tennant, Jasper, Born Jul 03 1853 in Monongalia Co., VA, Died Jun 03 1928 in Monongalia Co., WV

Tennant, Jasper, b.1895, Born 1895, Died 1965

Tennant, Jerusha, Born 1826 in Monongalia Co., VA, Died Jul 17 1871 in Marion Co., WV

Tennant, Jesse Earl, Born Mar 25 1897 in Monongalia Co., WV, Died Mar 26 1980 in Monongalia Co., WV

Tennant, Jessie `Dolly`, Born Apr 22 1909, Died Feb 13 1998 in Monongalia Co., WV

Tennant, John, b.1785, Born 1785 in Monongalia Co., VA, Died 1860

Tennant, John, b.1818, Born 1818 in Greene Co, PA, Died 1850

Tennant, John Androus, Born Nov 02 1847 in Monongalia, VA, Died Jan 17 1937 in Oskaloosa, Mhaska, IA

Tennant, John Calvin, Born 1863, Died 1918

Tennant, John Emrod, Born 1876, Died 1916

Tennant, John Fletcher, Born 1878, Died 1943

Tennant, John Franklin, Born Jul 02 1867, Died Feb 24 1952

Tennant, John Lewis, Born Oct 16 1907 in Jake's Run, Monongalia Co., WV, Died Aug 01 1984 in Millersburg, OH

Tennant, John M., Born 1882, Died 1910

Tennant, John Sherman, Born 1865, Died 1893

Tennant, John Will, Born 1871, Died Feb 16 1896

Tennant, Joseph, Jr., Born 1814, Died 1900

Tennant, Joseph H., Born Feb 08 1815 in Monongalia Co., VA, Died Dec 14 1882 in Tyler Co., WV

Tennant, Joseph Leroy, Born Jul 31 1867 in Blackville, Marion Co., WV, Died Jul 16 1950 in Barrackville, Marion Co., WV

Tennant, Joseph N., Born 1859, Died 1919

Tennant, Joseph S., Sr., Born Sep 04 1782 in Fayette Co, PA, Died Dec 24 1872 in Clay District, Monongalia Co., WV

Tennant, Josephus, Born Oct 1833 in Monongalia Co., VA, Died Jan 1914

Tennant, Julina, Born Aug 07 1878 in Monongalia Co., WV, Died Dec 15 1967 in Marion Co., WV



Tennant, Junior, Born Mar 14 1925 in Fairmont, WV, Died Mar 15 1925 in Fairmont, WV

Tennant, Kidelia (Kidda), Born 1851, Died Nov 02 1879 in Monongalia Co., WV

Tennant, Kinsey, Born Dec 24 1884 in Monongalia Co., WV, Died Jan 13 1973 in Greene Co, PA

Tennant, Laraner, Born Apr 23 1854, Died Oct 02 1857

Tennant, Larney, Born Jan 04 1872 in Monongalia Co., WV, Died Jan 19 1964 in Fairmont, WV

Tennant, Laura B., Born Aug 17 1873 in Monongalia Co., WV, Died Feb 09 1948 in Ohio

Tennant, Laura Belle, Born Nov 30 1870 in Monongalia Co., WV, Died Jan 21 1871 in Monongalia Co., WV

Tennant, Lavina, Born Aug 21 1822 in Monongalia Co., VA, Died Nov 01 1905

Tennant, Lemley, Born 1872 in Jake's Run, Monongalia Co., WV, Died Oct 07 1941 in Wadestown, Monongalia Co., WV

Tennant, Lemley Chuck, Born Nov 26 1898 in Jake's Run, Monongalia Co., WV, Died Jul 01 1946 in Cassville, Monongalia Co., WV

Tennant, Leona Belle, Born Sep 10 1878 in Monongalia Co., WV, Died Apr 05 1973 in Harrison Co., WV

Tennant, Leroy, Born 1870, Died Sep 1949 in Wetzel Co., WV

Tennant, Lester Sterling, Born , Died Nov 12 1954

Tennant, Levi, Born May 01 1856 in Monongalia Co., VA, Died 1926

Tennant, Lewis, Born 1861, Died 1937

Tennant, Lewis, b.1854, Born 1854, Died Oct 25 1865 in Monongalia Co., WV

Tennant, Lewis B., Born Jul 02 1893 in Monongalia Co., WV, Died Dec 05 1896 in Monongalia Co., WV

Tennant, Lillian Pearl, Born Apr 06 1917 in Daybrook, Monongalia Co., WV, Died Jun 04 1999 in Marion Co., WV

Tennant, Loren B., Born Oct 14 1862 in Fairmont, VA, Died Mar 15 1927 in Fairmont, WV

Tennant, Lorenzo, Born 1851, Died 1911

Tennant, Lorenzo, b.1881, Born Feb 02 1881 in Monongalia Co., WV, Died Oct 27 1881 in Monongalia Co., WV

Tennant, Louamy, Born 1828, Died 1920

Tennant, Louamy, b.1864, Born Dec 05 1864 in Monongalia Co., WV, Died Oct 19 1960 in

Tennant, Louamy, b.1864, Born Dec 05 1864 in Monongalia Co., WV, Died Oct 19 1960 in Monongalia Co., WV

Tennant, Louisa, b.1847, Born 1847, Died Jun 10 1879

Tennant, Louisina, Born Sep 1846 in Monongalia Co., VA, Died 1931

Tennant, Lucinda, Born Mar 22 1839, Died Apr 15 1920

Tennant, Lucinda Catherine, Born 1863, Died 1941

Tennant, Lucretia, Born Aug 15 1853 in Monongalia Co., VA, Died Aug 30 1911

Tennant, Lucy, b.1882, Born Dec 25 1882 in Jake's Run, Monongalia Co., WV, Died Jan 09 1965

Tennant, Lulu H., Born Jan 10 1877 in Monongalia Co., WV, Died Nov 29 1897

Tennant, Luther, Born 1869 in Jake's Run, Monongalia Co., WV, Died Apr 18 1948 in Daybrook, Monongalia Co., WV

Tennant, Luverna, Born Feb 04 1880, Died 1936

Tennant, Mabel, Born Sep 14 1904, Died Sep 17 1904

Tennant, Mahlon, Born Aug 28 1845 in Jake's Run, Monongalia Co., VA, Died Feb 17 1920 in Jake's Run, Monongalia Co., WV

Tennant, Malinda, b.1873, Born Jan 02 1873, Died Sep 02 1887 in Marion Co., WV

Tennant, Malinda, b.1879, Born Apr 16 1879, Died Mar 24 1970

Tennant, Malinda E., Born Jun 04 1853 in Monongalia Co., VA, Died 1953

Tennant, Malinda Ella, Born 1905, Died Aug 21 1951 in Marion Co., WV

Tennant, Margaret, Born 1825, Died 1869

Tennant, Margaret, b.1788, Born 1788 in Monongalia Co., VA, Died Jul 24 1857 in Monongalia Co., VA

Tennant, Margaret, b.1811, Born Jan 28 1811 in Blacksville, Monongalia Co., VA, Died Jan 01 1869 in Marion Co., WV

Tennant, Margaret, b.1849, Born 1849, Died Nov 11 1854 in Monongalia Co., VA

Tennant, Margaret, b.1856, Born Feb 21 1856 in Monongalia Co., VA, Died Jun 30 1861

Tennant, Margaret, b.1857, Born Jun 30 1857, Died Jan 10 1938

Tennant, Margaret, d.1922, Born Jul 24 1857 in Monongalia Co., VA, Died 1922

Tennant, Margaret E., Born May 09 1854, Died Nov 27 1932

Tennant, Margaret J., Born Oct 15 1875 in Monongalia Co., WV, Died Mar 06 1968 in

Tennant, Margaret J., Born Oct 15 1875 in Monongalia Co., WV, Died Mar 06 1968 in Monongalia Co., WV

Tennant, Margaret Peggy, Born 1819, Died 1901

Tennant, Martha E., Born Aug 22 1878, Died Dec 24 1880

Tennant, Martha Ellen, Born Jul 11 1846 in Monongalia Co., VA, Died Feb 17 1916 in Monongalia Co., WV

Tennant, Martha Jane, b.1867, Born Jan 10 1867 in Jake's Run, Monongalia Co., WV, Died May 02 1944 in Wana, Monongalia Co., WV

Tennant, Martha L., Born Apr 16 1920 in Monongalia Co., WV, Died Dec 24 1996 in Galveston, TX

Tennant, Martie Amanda, Born Jan 02 1895, Died Aug 28 1981 in Monongalia Co., WV

Tennant, Mary, b.1774, Born 1774 in PA, Died 1855

Tennant, Mary A., b.1868, Born Oct 25 1868, Died Oct 01 1869

Tennant, Mary Alice, Born Apr 1850, Died Oct 06 1856

Tennant, Mary Ann, Born May 03 1813 in Virginia, Died Jan 20 1894 in Monongalia Co., WV

Tennant, Mary Ann, b.1851, Born 1851, Died Mar 10 1861

Tennant, Mary Ann, b.1885, Born Jul 08 1885, Died May 26 1964

Tennant, Mary Delphia, Born 1870, Died Dec 02 1947

Tennant, Mary E., b.1866, Born Dec 26 1866 in Monongalia Co., WV, Died Oct 19 1867 in Monongalia Co., WV

Tennant, Mary E., b.1876, Born Oct 1876, Died Aug 01 1887 in Marion Co., WV

Tennant, Mary Edra, Born Dec 03 1912 in Fairmont, Marion Co., WV, Died Nov 30 2000 in Marion Co., WV

Tennant, Mary Ellen, b.1906, Born Jan 13 1906 in Barrackville, Marion Co., WV, Died May 24 1993 in Monongalia Co., WV

Tennant, Mary Ellen, b.1912, Born May 03 1912 in Jake's Run, Monongalia Co., WV, Died Feb 20 1944 in Fairmont, Marion Co., WV

Tennant, Mary Minerva, Born 1841, Died Sep 28 1857

Tennant, Mary Olive, Born Aug 06 1922, Died Aug 14 1987 in Lore City, Guernsey Co., OH

Tennant, Matilda, Born Jan 14 1827, Died Oct 30 1905

Tennant, Matilda Ann, Born 1850, Died Nov 29 1868 in Monongalia Co., WV

Tennant, Melvin C., Born Aug 14 1876 in Monongalia Co., WV, Died 1961



Tennant, Melvin C., Born Aug 14 1878 in Monongalia Co., WV, Died 1901

Tennant, Michael, Born Jun 16 1816 in Virginia, Died Jan 10 1875

Tennant, Milton, Born Oct 1839, Died Aug 11 1915 in Marion Co., WV

Tennant, Minnie, Born Oct 29 1879 in Monongalia Co., WV, Died Jun 14 1963

Tennant, Minnie F., Born Apr 06 1882, Died May 20 1971 in Monongalia Co., WV

Tennant, Minor, b.1862, Born 1862, Died 1941

Tennant, Minor (Bat), Born 1834, Died 1922

Tennant, Mollie N., Born Apr 05 1871 in Fairmont, WV, Died Jun 27 1974 in Marion Co., WV

Tennant, Nancy Ann, Born Nov 21 1808 in Jake's Run, Monongalia Co., VA, Died 1844

Tennant, Nantie L., Born Dec 26 1882 in Monongalia Co., WV, Died Feb 03 1963 in Fairmont, WV

Tennant, Naoma, Born Jun 07 1831, Died Jan 31 1895

Tennant, Nellie, Born Jul 09 1902, Died Jul 12 1902 in Monongalia Co., WV

Tennant, Nellie Mae, Born 1901, Died Jul 10 1903

Tennant, Nelson, Born Apr 22 1874 in Jake's Run, Monongalia Co., WV, Died Jun 04 1970 in Morgantown, Monongalia Co., WV

Tennant, Nimrod, Born Oct 09 1850 in Jake's Run, Monongalia Co., VA, Died Dec 19 1944 in Jake's Run, Monongalia Co., WV

Tennant, Nimrod, b.1880, Born Dec 27 1880 in Jake's Run, Monongalia Co., WV, Died Sep 20 1959 in Morgantown, Monongalia Co., WV

Tennant, Nimrod Allen, Born Jul 16 1881 in Monongalia Co., WV, Died Oct 30 1945

Tennant, Nimrod Everett, Born Dec 03 1860 in Monongalia Co., VA, Died Dec 20 1942 in Monongalia Co., WV

Tennant, Nimrod `Squire, Born Aug 30 1802 in Monongalia Co., VA, Died Feb 28 1875 in Monongalia Co., WV

Tennant, Noah, Born 1853, Died 1936

Tennant, Oakley, Born Oct 26 1868, Died Nov 21 1905

Tennant, Odis `Ode`, Born 1885, Died Sep 24 1928 in Daybrook, Monongalia Co., WV

Tennant, Odra, Born , Died Dec 10 1971 in Morgantown, WV

Tennant, Ora E., Born Jan 16 1886, Died Aug 26 1907

Tennant, Orestus C., Born Oct 27 1878, Died 1935

Tennant, Charles C., Born Oct 27 1878, Died 1900

Tennant, Oscar, Born Jan 09 1881 in Fairmont, WV, Died 1898

Tennant, Ossie, Born Nov 12 1903, Died Dec 18 1988 in Cleveland, OH

Tennant, Otho, Born 1828, Died 1894

Tennant, Ottie Ethel, Born Nov 27 1905 in Fairview, Marion Co., WV, Died Feb 12 1998

Tennant, Peter, Born Feb 25 1773 in Hardy Co., VA, Died Jan 29 1847 in Jake's Run, Mon Co., VA

Tennant, Peter, b.1816, Born May 05 1816, Died Aug 24 1884

Tennant, Peter Androus, Born Aug 22 1827, Died Apr 09 1887 in Miracle Run, Monongalia, WV

Tennant, Peter B., Born May 28 1830, Died Nov 19 1916 in Monongalia Co., WV

Tennant, Peter Elsworth, Born May 29 1882 in Monongalia Co., WV, Died Apr 04 1948 in Monongalia Co., WV

Tennant, Peter F., Born 1852, Died Oct 11 1856

Tennant, Phoebe, Born Jan 19 1825 in Monongalia Co., VA, Died Sep 07 1904 in Blacksville, WV

Tennant, Phoebe Ellen, Born Oct 08 1893, Died Aug 10 1894 in Monongalia Co., WV

Tennant, Pleasa, Born 1854, Died Feb 13 1858

Tennant, Pleasant (Pleasy), Born Sep 19 1829 in Monongalia Co., VA, Died Oct 30 1871 in Monongalia Co., WV

Tennant, Pleasant Pleasy, Born 1852, Died 1923

Tennant, Presley, Born Jul 17 1860, Died Apr 23 1911 in Greene Co, PA

Tennant, Prudence, Born Feb 20 1859 in Monongalia Co., VA, Died Apr 09 1881 in Monongalia Co., WV

Tennant, Prudence M., Born May 09 1875 in Monongalia Co., WV, Died 1929

Tennant, Rachel Ellen, Born 1852, Died Feb 18 1940 in Monongalia Co., WV

Tennant, Reason, Born 1850, Died May 24 1927 in Monongalia Co., WV

Tennant, Reason, b.1850, Born 1850, Died Sep 22 1866

Tennant, Reason W., Born 1867, Died Apr 13 1868

Tennant, Rebecca, Born Jan 1739 in Glasgow, Scotland, Died 1800

Tennant, Rebecca, b.1809, Born May 28 1809 in Virginia, Died Jul 23 1894 in Monongalia Co., WV



Co., WV

Tennant, Rebecca, b.1820, Born 1820 in Monongalia Co., VA, Died 1850

Tennant, Rebecca, b.1838, Born 1838, Died Dec 23 1876

Tennant, Richard, Born Oct 09 1853 in Jake's Run, Monongalia Co., VA, Died 1855

Tennant, Richard, Jr., Born 1777 in Jake's Run, Mon Co., VA, Died Jun 27 1824 in Monongalia Co., VA

Tennant, Richard, Sr., Born 1744 in near Glasgow, Scotland, Died Dec 18 1822 in Monongalia Co., VA

Tennant, Richard Bland, Born Jul 07 1809 in Virginia, Died Apr 30 1868 in Clay Dist. Monongalia Co., WV

Tennant, Richard D., Born Jan 04 1797 in Jake's Run, Clay Dist., Monongalia Co.,, Died Nov 14 1886 in Jake's Run, Clay Dist., Monongalia Co.,

Tennant, Richard E., Born Feb 14 1855, Died 1940 in Roane Co., WV

Tennant, Richard I., Born 1712 in Glasgow, Scotland, Died Sep 13 1759 in Battle of Quebec, Canada

Tennant, Richard R., Born Jul 08 1811 in Monongalia Co., VA, Died 1866 in Indiana

Tennant, Robert H., Born Sep 02 1911 in Fairmont, WV, Died Jul 15 1991 in Fairmont, WV

Tennant, Rosa Mae, Born Jun 19 1883 in Monongalia Co., WV, Died Jun 09 1956

Tennant, Roy Seckman, Born Aug 03 1914 in Jake's Run, Monongalia Co., WV, Died Feb 16 1989 in Morgantown, Monongalia Co., WV

Tennant, Russell Mahlon, Born Jul 20 1897 in Jake's Run, Monongalia Co., WV, Died Jun 23 1924 in Fairmont, Marion Co., WV

Tennant, Ruth, b.1910, Born Nov 18 1910 in Monongalia Co., WV, Died Sep 04 1984

Tennant, Sabina, Born 1852, Died 1916

Tennant, Samuel, Born 1817, Died 1883

Tennant, Sanford, Born Feb 24 1854, Died Jun 13 1926 in Monongalia Co., WV

Tennant, Sanford, b.1877, Born 1877, Died Mar 01 1878 in Greene Co, PA

Tennant, Sarah A., b.1871, Born Jun 04 1871, Died Sep 06 1943 in Jewett, OH

Tennant, Sarah Alice, Born 1869, Died 1947

Tennant, Sarah E., Born Mar 09 1835, Died Jan 30 1921

Tennant, Sarah E., b.1889, Born Sep 04 1889, Died Feb 28 1906

Tennant, Sarah Elizabeth, b.1864, Born May 09 1864 in Marion Co., VA, Died Mar 08 1946 in Fairview, Marion Co., WV

Tennant, Sarah Ethel, Born Oct 19 1905, Died 1978 in Monongalia Co., WV

Tennant, Sarah Evaline, Born Aug 21 1868 in Clay District, Monongalia Co., WV, Died Feb 16 1893

Tennant, Sarah M., Born Jul 10 1885 in Monongalia Co., WV, Died Jul 31 1967 in Monongalia Co., WV

Tennant, Sarah Margaret, Born May 11 1869, Died Mar 26 1930 in Bassetttsville, WV

Tennant, Sardis, Born , Died Feb 11 1947

Tennant, Sarena, Born Sep 23 1864, Died 1928

Tennant, Sarilda, Born Apr 06 1874 in Monongalia Co., WV, Died Oct 28 1963 in Monongalia Co., WV

Tennant, Seth, Born Oct 19 1820 in Virginia, Died Oct 03 1911

Tennant, Silas, Born Apr 17 1816 in Monongalia Co., VA, Died Oct 13 1887 in Tyler Co., WV

Tennant, Simeon Sim, Born Jul 14 1820 in Monongalia Co., VA, Died Oct 28 1903

Tennant, Simon P., Born 1847, Died 1895

Tennant, Simon Peter, Born 1831, Died 1903

Tennant, Stephen, Born 1848, Died 1936

Tennant, Sterling, Born Mar 21 1867 in Fairmont, WV, Died Apr 07 1889 in Monongalia Co., WV

Tennant, Susanna, Born 1825, Died 1888

Tennant, Sylvester, Born 1847, Died 1912

Tennant, Tellura E., Born Feb 03 1863 in Monongalia Co., WV, Died Jun 11 1932

Tennant, Texie Ortola, Born 1900, Died 1983

Tennant, Thomas E., Born Jun 16 1914 in Fairmont, WV, Died Dec 18 1976 in Monongalia Co., WV

Tennant, Timothy, Born 1823, Died 1850

Tennant, Tobias, Born 1808, Died 1900

Tennant, Tracy Wilbert, Born Jan 30 1936 in Marion Co., WV, Died Mar 25 1997 in Mufreesboro, TN

Tennant, Victoria Olive, Born Oct 25 1866 in Monongalia Co., WV, Died Jan 15 1938 in Marion Co., WV

Tennant, Viola, Born Nov 1873, Died May 20 1940 in Monongalia Co., WV

Tennant, Virginia, Born May 22 1870 in Monongalia Co., WV, Died Mar 28 1912

Tennant, Virginia Caroline, Born Nov 14 1881 in Bonham, TX, Died Jan 09 1963 in Fairmont, WV

Tennant, Walter, Born 1807 in Monongalia Co., VA, Died 1871 in Clay Dist. Monongalia Co., WV

Tennant, Wilbert D., Born May 18 1909 in Jake's Run, Monongalia Co., WV, Died May 10 1998 in Jake's Run, Monongalia Co., WV

Tennant, Wilbur, Born Dec 18 1892 in Monongalia Co., WV, Died Dec 16 1902

Tennant, William, b.1778, Born Aug 12 1778 in PA, Died Sep 20 1869 in Clay Dist. Monongalia Co., WV

Tennant, William, b.1819, Born Sep 09 1819, Died Mar 17 1879

Tennant, William, b.1851, Born 1851, Died 1911

Tennant, William Cicroe, Born 1865, Died Jan 01 1951 in Monongalia Co., WV

Tennant, William Clay, Born 1891, Died 1965

Tennant, William Dee, Born Jan 26 1888 in Clay District, Monongalia Co., WV, Died Aug 31 1957 in Kingwood, Preston Co., WV

Tennant, William J., Born 1843, Died Nov 28 1896 in Monongalia Co., WV

Tennant, William N., Born 1865, Died Sep 25 1866

Tennant, William Price, Born 1846, Died Jan 30 1867

Tennant, William Sanford, Born Oct 01 1919, Died Aug 08 2001

Tennant, William "Bill", Born Sep 08 1899 in Monongalia Co., WV, Died Nov 17 1969 in Monongalia Co., WV

Tennant, Zimary, Born Jul 18 1845 in Clay Dist. Monongalia Co., VA, Died May 16 1916 in Cambridge, OH



http://www.google.com/#hl=en&tbo=u&q=tennant&tbs=dfn:1&sa=X&ei=0b-UQaCA8uF0QH1-IHoBA&ved=0CC0QkQ4&bav=on.2.or  
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**Web definitions**

Translate to: Afrikaans Translate

Tennant is a Scottish surname, and may refer to: \* Alexander Tennant (1772–1814), British colonist of South Africa \* Andy Tennant (born 1955), American film director \* Charles Tennant (1768–1838), Scottish chemist and industrialist \* Christopher Tennant (born 1978), American journalist and ...  
[en.wikipedia.org/wiki/Tennant\\_\(surname\)](http://en.wikipedia.org/wiki/Tennant_(surname))

Someone who pays rent to live in a property for a period of time  
[www.templetonrobinson.co.uk/services/glossary.php](http://www.templetonrobinson.co.uk/services/glossary.php)

(yellow) Named after Kylie Tennant (1912–1988), an Australian World War II and Great Depression novelist.  
[www.ask.com/wiki/Abbotsleigh](http://www.ask.com/wiki/Abbotsleigh)

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2. tangent
3. Dunant
4. damnant
5. attainment
6. hutment
7. Tanana
8. tannin
9. tanning
10. geminate
11. Tanoan
12. Etonian
13. hootenanny
14. Tinian
15. dementat
16. tennist



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**Alexander T Tennant**

(Age 60-64)

Banks Ct  
Swampscott, MA

Associated people:  
unknown

See full listing »

**Benjamin M Tennant**

Doras Dr  
Pflugerville, TX

Associated people:  
Aaron C Brumit  
Sarah Brumit  
+ more...

See full listing »

**Dan Tennant**

Big Pine Rd  
Honesdale, PA

Associated people:  
Dan F Tennant  
+ more...

See full listing »

**Alicia Lynette Tennant**

Age: 38  
Location: Los Angeles, CA

Email »

Phone »

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**Andy Tennant**

Age: 45  
Location: Auburn, AL

Email »

Phone »

View Full Report

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**Dan F Tennant**

(Age 60-64)

Big Pine Rd  
Honesdale, PA

Associated people:  
unknown

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<b><u>Daniel F Tennant</u></b> (Age 55-59)	Big Pine Rd Honesdale, PA	Associated people: Dan F Tennant + more... <a href="#">See full listing »</a>
<b><u>Eric D Tennant</u></b> (Age 50-54)	PO Box Harford, NY	Associated people: unknown <a href="#">See full listing »</a>
<b><u>Erin VanBerkel Tennant</u></b> (Age 30-34)	W 8740 S West Jordan, UT	Associated people: Erin L Tennant John Tennant + more... <a href="#">See full listing »</a>
<b><u>Georgia L Tennant</u></b> (Age 50-54)	Chimney Run Rd Warm Springs, VA	Associated people: Georgia L Tennant Michael A Meadows + more... <a href="#">See full listing »</a>
<b><u>Gerald E Tennant Jr</u></b> (Age 65+)	Big Pine Rd Honesdale, PA	Associated people: Dan F Tennant + more... <a href="#">See full listing »</a>
<b><u>Jeremy R Tennant</u></b> (Age 40-44)	Macedonia Church Rd SF Cleveland, TN	Associated people: Marsha L Tennant Tom W Tennant + more... <a href="#">See full listing »</a>

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## Tennant in - 10 More Records Located

Name	Location	Age	Contact Details	
<a href="#">Aaron W Tennant</a>	Everett, WA	35	  	<a href="#">VIEW DETAILS »</a>
<a href="#">Aaron T Tennant</a>	Lynn Center, IL	39	  	<a href="#">VIEW DETAILS »</a>
<a href="#">Aaron R Tennant</a>	E Liverpool, OH	32	  	<a href="#">VIEW DETAILS »</a>
<a href="#">Aaron R Tennant</a>	Harrisburg, PA	38	  	<a href="#">VIEW DETAILS »</a>

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<a href="#">Johnny Tennant</a>	50	Roanoke, AL		<a href="#">See Results</a>
<a href="#">Harver R Tennant</a>	58	Wasilla, AK		<a href="#">See Results</a>
<a href="#">Ann M Santiago</a>	36	Mission Viejo, CA		<a href="#">See Results</a>

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Tennant		<a href="#">21177 Birth Records</a>	<a href="#">VIEW</a>
Tennant		<a href="#">6573 Death Records</a>	<a href="#">VIEW</a>
Tennant		<a href="#">3216 Marriage Records</a>	<a href="#">VIEW</a>
Tennant		<a href="#">637 Divorce Records</a>	<a href="#">VIEW</a>

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**Print: Jan 22, 2013**

**75193036**

**TYPED DRAWING**

**Serial Number**

75193036

**Status**

REGISTERED AND RENEWED

**Word Mark**

TRANSDUCER TECHNIQUES

**Standard Character Mark**

No

**Registration Number**

2097818

**Date Registered**

1997/09/16

**Type of Mark**

TRADEMARK

**Register**

PRINCIPAL

**Mark Drawing Code**

(1) TYPED DRAWING

**Owner**

Transducer Techniques, Inc. CORPORATION CALIFORNIA 42480 RIO NIDO  
Temecula CALIFORNIA 92590

**Goods/Services**

Class Status -- ACTIVE. IC 009. US 021 023 026 036 038. G & S:  
sensors for measuring force and torque. First Use: 1979/01/01. First  
Use In Commerce: 1979/01/01.

**Disclaimer Statement**

NO CLAIM IS MADE TO THE EXCLUSIVE RIGHT TO USE "TRANSDUCER" APART FROM  
THE MARK AS SHOWN.

**Filing Date**

1996/11/01

**Examining Attorney**

LAWRENCE, SUE

**Attorney of Record**

Otto O. Lee



**Print:** Jan 22, 2013

**75632016**

**DESIGN MARK**

**Serial Number**

75632016

**Status**

REGISTERED AND RENEWED

**Word Mark**

BIO STINGER

**Standard Character Mark**

No

**Registration Number**

2481270

**Date Registered**

2001/08/28

**Type of Mark**

TRADEMARK

**Register**

PRINCIPAL

**Mark Drawing Code**

(3) DESIGN PLUS WORDS, LETTERS AND/OR NUMBERS

**Owner**

LINVATEC CORPORATION CORPORATION FLORIDA 11311 Concept Blvd. Largo  
FLORIDA 33773

**Goods/Services**

Class Status -- ACTIVE. IC 010. US 026 039 044. G & S:  
ARTHROSCOPIC TISSUE REPAIR DEVICES; NAMELY, SURGICAL IMPLANTS  
COMPRISING BIOABSORBABLE ARTIFICIAL MATERIAL IN THE NATURE OF  
CANNULATED BARBED SHAFTS AND INSTRUMENTS FOR INSERTING SAME INTO SOFT  
TISSUE AND ACROSS A TEAR IN THE TISSUE. First Use: 1998/10/15. First  
Use In Commerce: 1998/10/15.

**Disclaimer Statement**

NO CLAIM IS MADE TO THE EXCLUSIVE RIGHT TO USE "BIO" APART FROM THE  
MARK AS SHOWN.

**Filing Date**

1999/09/24

**Examining Attorney**

KIM, YONG

**Print: Jan 22, 2013**

**75632016**

**Attorney of Record**  
Gene Warzecha



**Print: Jan 22, 2013**

**77545733**

**DESIGN MARK**

**Serial Number**

77545733

**Status**

REGISTERED

**Word Mark**

TRANSDUCER SHIELD & SAVER TRANSDUCER PROTECTION

**Standard Character Mark**

No

**Registration Number**

3923589

**Date Registered**

2011/02/22

**Type of Mark**

TRADEMARK

**Register**

PRINCIPAL

**Mark Drawing Code**

(3) DESIGN PLUS WORDS, LETTERS AND/OR NUMBERS

**Owner**

Product Innovations, Inc CORPORATION ALABAMA 5645 Georgia Road  
Wetumpka ALABAMA 36092

**Goods/Services**

Class Status -- ACTIVE. IC 009. US 021 023 026 036 038. G & S:  
Protective cover for electrical and electroacoustic transducers used  
in fishing. First Use: 2008/06/01. First Use In Commerce:  
2009/01/01.

**Disclaimer Statement**

NO CLAIM IS MADE TO THE EXCLUSIVE RIGHT TO USE "TRANSDUCER SHIELD &  
SAVER" AND "TRANSDUCER PROTECTION" APART FROM THE MARK AS SHOWN.

**Description of Mark**

The mark consists of a shield with the stylized wording "TRANSDUCER"  
across the top of the shield, the stylized wording "SHIELD & SAVER"  
below. A transducer protector is shown inside the shield above an  
underwater scene with a tree stump and fish. The stylized wording  
"TRANSDUCER PROTECTION" appears in a rectangle across the bottom of  
the shield.

**Print: Jan 22, 2013**

**77545733**

**Colors Claimed**

Color is not claimed as a feature of the mark.

**Filing Date**

2008/08/13

**Examining Attorney**

PATE, TARA





**Print: Jan 22, 2013**

**78769522**

**DESIGN MARK**

**Serial Number**

78769522

**Status**

SECTION 8 & 15-ACCEPTED AND ACKNOWLEDGED

**Word Mark**

TRANSDUCERS DIRECT

**Standard Character Mark**

No

**Registration Number**

3198428

**Date Registered**

2007/01/16

**Type of Mark**

TRADEMARK

**Register**

PRINCIPAL

**Mark Drawing Code**

(3) DESIGN PLUS WORDS, LETTERS AND/OR NUMBERS

**Owner**

Transducers Direct, LLC LIMITED LIABILITY COMPANY OHIO 12115 Ellington Court Cincinnati OHIO 45249

**Goods/Services**

Class Status -- ACTIVE. IC 009. US 021 023 026 036 038. G & S: Industrial sensors, namely, linear position transducers, in-cylinder position transducers, melt pressure transducers, temperature transducers, level transducers, pressure switches, encoders, speed sensors and digital displays/meters. First Use: 2001/02/15. First Use In Commerce: 2001/02/15.

**Disclaimer Statement**

NO CLAIM IS MADE TO THE EXCLUSIVE RIGHT TO USE "TRANSDUCER" APART FROM THE MARK AS SHOWN.

**Description of Mark**

The mark consists of The words "TRANSDUCERS DIRECT" and stylized directional arrow.

**Colors Claimed**

Color is not claimed as a feature of the mark.

**Print: Jan 22, 2013**

**78769522**

**Filing Date**

2005/12/08

**Examining Attorney**

EULIN, INGRID

**Attorney of Record**

David A. Topmiller



**Print: Jan 22, 2013**

**78921667**

**DESIGN MARK**

**Serial Number**

78921667

**Status**

REGISTERED

**Word Mark**

AB ALPHA BIO TEC

**Standard Character Mark**

No

**Registration Number**

3407217

**Date Registered**

2008/04/01

**Type of Mark**

TRADEMARK

**Register**

PRINCIPAL

**Mark Drawing Code**

(5) WORDS, LETTERS, AND/OR NUMBERS IN STYLIZED FORM

**Owner**

ALPHA BIO TEC. LTD. CORPORATION ISRAEL P. O. BOX 3936 7 EMBAR STREET  
PETAH TIKVA ISRAEL 49130

**Goods/Services**

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**Print: Jan 22, 2013**

**78921667**

the wording "ALPHA BIO"; the color black appears in the wording "TEC" and as outlining in the stylized letters "ab" and in the wording "ALPHA BIO".

**Colors Claimed**

The color(s) blue, white and black is/are claimed as a feature of the mark.

**Filing Date**

2006/07/02

**Examining Attorney**

VERHOSEK, WILLIAM

**Attorney of Record**

DR. MARK FRIEDMAN

*Alpha Bio* **TEC**

**Print: Jan 22, 2013**

**79027100**

**DESIGN MARK**

**Serial Number**

79027100

**Status**

REGISTERED

**Word Mark**

BIO-MAGNETIC AAHH...WHAT A RELIEF.

**Standard Character Mark**

No

**Registration Number**

3307501

**Date Registered**

2007/10/09

**Type of Mark**

TRADEMARK

**Register**

PRINCIPAL

**Mark Drawing Code**

(3) DESIGN PLUS WORDS, LETTERS AND/OR NUMBERS

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QLD AUSTRALIA

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**trans·duc·er**

**noun** /transˈd(y)ʊsər/ /tranz-/ 

transducers, plural

1. A device that converts variations in a physical quantity, such as pressure or brightness, into an electrical signal, or vice versa

**Synonyms**  
noun: [converter](#)

Translate to: Afrikaans

**Web definitions**

an electrical device that converts one form of energy into another  
[wordnetweb.princeton.edu/perl/webwn](http://wordnetweb.princeton.edu/perl/webwn)

A device that converts energy from one form into another; A state machine that generates output based on a given input  
[en.wiktionary.org/wiki/transducer](http://en.wiktionary.org/wiki/transducer)

(transducers) (in automata theory: Equivalence and reduction)  
[www.britannica.com/EBchecked/topic/270579/homomorphism](http://www.britannica.com/EBchecked/topic/270579/homomorphism)

A device, much like a microphone, that converts input energy of one form into output energy of another. Fishfinders separate and enhance the information received from a transducer to show underwater objects.  
[www.garmin.com/aboutGPS/glossary.html](http://www.garmin.com/aboutGPS/glossary.html)

A device that converts electrical energy to sound energy, or the reverse. Typically associated with depth finders or fish finders.  
[www.azgfd.gov/h\\_fishing\\_glossary.shtml](http://www.azgfd.gov/h_fishing_glossary.shtml)

An electronic device that uses sound waves to collect information such as water depth and vessel speed, usually attached to a through hull. The transducer then converts that information to electrical signals that can be used by electronic displays in the cockpit

[http://www.google.com/#hl=en&tbo=u&q=transducer&tbs=dfn:1&sa=X&ei=FwL\\_UPByL4iy0QGg34GQDA&ved=0CCwQkQ4&bav=on.2\\_or\\_r\\_gc\\_r\\_pw.&bvm=bv.41248874.d.dmQ&fp=dc4399607333739&biw=1274&bih=842\\_01/22/2013\\_04:18:41\\_PM](http://www.google.com/#hl=en&tbo=u&q=transducer&tbs=dfn:1&sa=X&ei=FwL_UPByL4iy0QGg34GQDA&ved=0CCwQkQ4&bav=on.2_or_r_gc_r_pw.&bvm=bv.41248874.d.dmQ&fp=dc4399607333739&biw=1274&bih=842_01/22/2013_04:18:41_PM)

used by electronic displays in the cockpit.  
[terrax.org/sailing/glossary/gt.aspx](http://terrax.org/sailing/glossary/gt.aspx)

An element or device which receives information in the form of one quantity and converts it to information in the form of the same or another quantity. (See I/P)  
[www.maintenanceresources.com/referencelibrary/controlvalves/...](http://www.maintenanceresources.com/referencelibrary/controlvalves/...)

Name used where GPR antenna, electronics, and shield are combined into one physical unit  
[ground-radar-hawaii.com/glossary.html](http://ground-radar-hawaii.com/glossary.html)

A device capable of being actuated by waves from one or more transmission systems or media and supplying related waves to one or more other transmission systems or media. Examples are microphones, accelerometers, and loudspeakers.  
[www.soundisolationcompany.com/education/soundproofing101...](http://www.soundisolationcompany.com/education/soundproofing101...)

An electronic sensing device mounted in a boat's bilge or at the bottom of the transom to provide data for a depth sounder.  
[www.boats.com/glossary/T.jsp](http://www.boats.com/glossary/T.jsp)

A device that receives an electrical signal from one system and transfers it, often in a different form, to another system. Example: the cruise control transducer converts a vehicle speed signal to a vacuum to control the servo attached to the throttle.  
[www.cx360.org/diy/automotive-glossary.html](http://www.cx360.org/diy/automotive-glossary.html)

is a device that converts a non-electrical change into an electrical change.  
[www.sensorsone.co.uk/pressure-measurement-glossary.html](http://www.sensorsone.co.uk/pressure-measurement-glossary.html)

A device which senses some varying condition and converts it to an electrical signal for transmission to some other device (a receiver) for processing or decision making.  
[www.usbr.gov/projects/glossary.jsp](http://www.usbr.gov/projects/glossary.jsp)

A device which converts an input signal into an output signal of another form.  
[www.transpower.co.nz/n1011,158,letter=t.html](http://www.transpower.co.nz/n1011,158,letter=t.html)

The electromechanical component of a sonar system that is mounted underwater and converts electrical energy to sound energy and vice versa. The transducer formation determines the beam shape and is the basis for image formation in side scan sonar. ....  
[www.instituteformarineacoustics.org/SonarPrimer/data/gloss\\_6c....](http://www.instituteformarineacoustics.org/SonarPrimer/data/gloss_6c....)

A sensitive electronic device which detects bodily functions, such as heart rate and blood pressure, and transmits signals representing those functions to a monitor so that they can be observed. [Click Here To Return To List]  
[www.waiting.com/glossaryt.html](http://www.waiting.com/glossaryt.html)

A transducer is a finite automaton where each transition has an input label, an output label, and possibly a

[http://www.google.com/#hl=en&tbo=u&q=transducer&tbs=dfn:1&sa=X&ej=FwL\\_UPbYL4iy0QGg34GQDA&ved=0CCwQkQ4&bav=on.2\\_or\\_r\\_gc\\_r\\_pw.&bvm=bv.41248874.d.dmQ&fp=dcf4399607333739&biw=1274&bih=842](http://www.google.com/#hl=en&tbo=u&q=transducer&tbs=dfn:1&sa=X&ej=FwL_UPbYL4iy0QGg34GQDA&ved=0CCwQkQ4&bav=on.2_or_r_gc_r_pw.&bvm=bv.41248874.d.dmQ&fp=dcf4399607333739&biw=1274&bih=842) 01/22/2013 04:18:41 PM

A transducer is a finite automaton where each transition has an input label, an output label, and possibly a weight.

[www.openfst.org/wiki/bin/view/FST/FstGlossary](http://www.openfst.org/wiki/bin/view/FST/FstGlossary)

A device that provides a usable output in response to a specific physical quantity, property, or condition which is measured.

[www.sunmantechology.com/resources\\_gls\\_ees.html](http://www.sunmantechology.com/resources_gls_ees.html)

Any device which converts energy from one form into another. Microphones and loudspeakers are both transducers.

[www.mediacollege.com/audio/terminology/](http://www.mediacollege.com/audio/terminology/)

Device for changing one kind of energy into another, typically from heat, position, or pressure into a varying electrical voltage or vice-versa, such as a microphone or speaker.

[www.thespacebase.com/glossary/index.php](http://www.thespacebase.com/glossary/index.php)

Circuitry that converts the voltage coming from the sensor to an appropriate output in a Class 2 wiring environment (usually to a contact output or to a DC voltage output).

[www.functionaldevices.com/about/terminology.php](http://www.functionaldevices.com/about/terminology.php)

A device for translating the magnitude of one quantity into another quantity.

[www.spectraquest.com/glossary.html](http://www.spectraquest.com/glossary.html)

A Device that converts one type of energy-electrical, acoustical, magnetic or mechanical-into another. Examples include a phono cartridge, magnetic record or playback head, speaker, microphone or cathode ray tube (CRT).

[www.performancefurniture.com/glossary.html](http://www.performancefurniture.com/glossary.html)

The transducer serves as the acoustic "loudspeaker" and "microphone" to send and receive the signals through the water. They are most often made from ceramic elements carefully built into a robust housing. ...

[www.yachtdeliveryasia.com/glossary.php](http://www.yachtdeliveryasia.com/glossary.php)

It's an electro-mechanical device responsible for transfiguring one form of energy to another. For example, GPS fish finder uses this to separate signals and enhance the data to show underwater object.

[www.roseindia.net/technology/gps/gps-terminology.shtml](http://www.roseindia.net/technology/gps/gps-terminology.shtml)

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**B**iosensor devices comprise a bio-recognition layer and a physico-transducer. Combined, these form a **biotransducer**. The bio-recognition layer typically comprises an enzyme or other binding protein such as an antibody. Biorecognition layers, however, may also be formed from oligonucleotide sequences, sub-cellular fragments such as organelles (e.g. mitochondria) and receptor carrying fragments (e.g. cell wall), single whole cells, small numbers of cells on synthetic scaffolds, or thin slices of animal or plant tissues. This biologically derived layer is characteristically in close and intimate contact with a physico-transducer. The usual aim of a biosensor is to produce either discrete or continuous electronic signals that are proportional to a targeted analyte or a related group of analytes. This occurs when biospecific interactions between the targeted analyte and the complementary bio-recognition layer produces a physico-chemical change that is measured by the transducer.



Dr. Giuseppe-Elie  
Professor, Chemical and Biomolecular  
Engineering

**I**n general, transducers take many forms and they dictate the physicochemical parameter that will be measured. Thus, the transducer may be optically-based, measuring such changes as optical absorption, fluorescence, or refractive index. It may be mass-based, measuring the change in mass that accompanies a biologically derived binding reaction. Additionally, it may be thermally based (measuring the change in enthalpy (heat) or impedance based (measuring the change in electrical properties) that accompanies the analyte/bio-recognition layer interaction.

**B**iosensors generally do not permit the measurement of analytes that are not measurable by some other means. As an example, the



**B**iosensors generally do not permit the measurement of analytes that are not measurable by some other means. As an example, the monoclonal antibodies that comprise the biorecognition molecules of an immuno-biotransducer could easily be used in a multi-well plate ELISA (enzyme linked immunosorbent assay). In fact, many biosensors are derived from previously performed laboratory-based bio assays. Biosensors do however offer the convenience and facility of distributed measurement, that is, the potential ability to take the assay to the point of concern or care. Properly designed and manufactured, biosensor devices may be conveniently mass-produced. The potential lower cost per test is a compelling advantage. While detection limit and sensitivity are often cited as important impediments to success, these only need be appropriate to the test in question performed in the targeted market.

**T**he most successful biosensors are of course the range of highly competitive blood glucose meters that may be purchased at the local pharmacy. Each has its own proprietary twist on what is essentially an enzyme electrode. In the Boringher-Roche Glucoscan, a freeze-dried layer of the enzyme glucose oxidase is made to react with the glucose found in the patient's whole blood. This enzyme transformation reaction results in the production of hydrogen peroxide. The hydrogen peroxide formed is oxidized directly or through redox mediation, at metallic electrodes. The magnitude of the current is directly proportional to the concentration of hydrogen peroxide produced, which is itself proportional to the rate of conversion of the substrate glucose to gluconolactone (gluconic acid).

**Issues in biosensor technology:** (i) Time-dependant stability of the bio-recognition layer. (ii) Reproducibility of the activity of the bio-recognition layer (iii) Vulnerability of the biotransducer to foulants and interferences. (iv) Market sizes for biosensor-based measurement devices. (v) Appropriateness of the recognition/transduction device and form-factor of the integrated system to the targeted market.

**Future directions in biosensor technology:** (i) Increased range of analytes addressed. (ii) Move towards completely integrated systems possessing sample handling, microfluidics, detection and display (possibly telemetry). (iii) Renewed emphasis on whole cell and tissue biosensors. (iv) Use of embedded systems. (v) Telecommunications capability.

**B**iosensors have wide potential application in such diverse fields as personal health monitoring, environmental screening and monitoring, bioprocess monitoring, and within the food and beverage industry.

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Abstract

Highlights

Keywords

1. Introduction



Table 1

1.1. Generation I biotransducers and unmediated amperometric response

1.2. Bioanalytical performance of amperometric biosensors



**Biosensors and Bioelectronics**

Volume 35, Issue 1, 15 May 2012, Pages 14–26

Review

**Implantable enzyme amperometric biosensors**

Christian N. Kotanen<sup>a,d</sup>, Francis Gabriel Moussy<sup>a</sup>, Sandro Carrara<sup>c</sup>, Anthony Guiseppi-Elie<sup>a,d,e,f,g</sup>

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## 2. Known failure modes

## 3. Biocompatibility

3.1. Device-to-tissue biointerface design

3.2. Design approaches

3.3. Biomimetic materials

3.4. Drug release approaches

3.5. Tissue mechanical properties

3.6. Cell seeding and organoid body pre-formation

Table 2

## 4. Bioanalytical performance issues

4.1. Enzyme stability

4.2. Biomolecular interferences

4.3. Generation II biotransducers and mediator selection

4.4. Generation III biotransducers

4.5. Internal calibration

4.6. Translating *in vivo* biosensor technology for trauma management

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performance such as enzyme stability, substrate interference, mediator selection and calibration are reviewed. For the biosensor system, the opportunities and challenges of integration, guided by footprint requirements, the limitations of mixed signal electronics, and power requirements, has produced three systems approaches. The potential is great. However, integration along the multiple length scales needed to address fundamental issues and integration across the diverse disciplines needed to achieve success of these highly integrated systems, continues to be a challenge in the development and deployment of implantable amperometric enzyme biosensor systems.

## Highlights

► Development techniques of implantable amperometric enzyme biosensors are reviewed. ► The known failure modes of biosensors are a starting point for research. ► Design of device-to-tissue interfaces is key to long duration implantation. ► Biosmart materials are essential for maintaining desired bioanalytical performance. ► Systems integration to minimize device footprint is paramount for implantable.

## Keywords

Implantable; Biochips; Biosensors; Amperometry; *In vivo*; Enzymes

## 1. Introduction

An implantable enzyme amperometric biosensor is a bioelectrical detector that is intended to measure

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<b>AUTHORIZED TO COMMUNICATE VIA EMAIL</b>	Yes
<b>FEE INFORMATION</b>	
<b>NUMBER OF CLASSES</b>	1
<b>FEE PER CLASS</b>	325
<b>*TOTAL FEE DUE</b>	325
<b>*TOTAL FEE PAID</b>	325
<b>SIGNATURE INFORMATION</b>	
<b>ORIGINAL PDF FILE</b>	<a href="#">hw_1747960152-190053022_-_Signature_-_BioTransducer.pdf</a>
<b>CONVERTED PDF FILE(S) (1 page)</b>	<a href="#">\\TICRS\EXPORT16\IMAGEOUT16\857\310\85731087\xml1\APP0004.JPG</a>
<b>SIGNATORY'S NAME</b>	Jerald L. Tennant
<b>SIGNATORY'S POSITION</b>	Officer



**Trademark/Service Mark Application, Principal Register**

**Serial Number: 85731087**

**Filing Date: 09/17/2012**

**To the Commissioner for Trademarks:**

**MARK:** TENNANT BIOTRANSDUCER (Standard Characters, see [mark](#))

The literal element of the mark consists of TENNANT BIOTRANSDUCER.

The mark consists of standard characters, without claim to any particular font, style, size, or color.

The applicant, Tennant Family, Ltd., a corporation of Texas, having an address of  
3009 Edgewood Lane  
Colleyville, Texas 76034  
United States

requests registration of the trademark/service mark identified above in the United States Patent and Trademark Office on the Principal Register established by the Act of July 5, 1946 (15 U.S.C. Section 1051 et seq.), as amended, for the following:

International Class 010: Medical apparatus and instruments for use in electromagnetic resonance therapy, namely, cybernetic biofeedback devices, interactive neuromuscular simulators, and diagnostic testing equipment

In International Class 010, the mark was first used by the applicant or the applicant's related company or licensee or predecessor in interest at least as early as 11/09/2009, and first used in commerce at least as early as 11/09/2009, and is now in use in such commerce. The applicant is submitting one(or more) specimen(s) showing the mark as used in commerce on or in connection with any item in the class of listed goods and/or services, consisting of a(n) photograph of the label on packaging.

**Original PDF file:**

[SPE0-1747960152-125515729\\_..BioTransducer.Spec.pdf](#)

**Converted PDF file(s)** (1 page)

[Specimen File1](#)

The applicant claims ownership of U.S. Registration Number(s) 3157112.

**The applicant's current Attorney Information:**

Christopher J. Day of Law Office of Christopher Day  
9977 North 90th Street, Suite 155  
Scottsdale, Arizona 85258  
United States

**The applicant's current Correspondence Information:**

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Law Office of Christopher Day  
9977 North 90th Street, Suite 155  
Scottsdale, Arizona 85258  
602-258-4440(phone)  
602-258-4441(fax)  
chris@daylawfirm.com (authorized)

A fee payment in the amount of \$325 has been submitted with the application, representing payment for 1 class(es).

**Declaration**

The undersigned, being hereby warned that willful false statements and the like so made are punishable by fine or imprisonment, or both, under 18 U.S.C. Section 1001, and that such willful false statements, and the like, may jeopardize the validity of the application or any resulting registration, declares that he/she is properly authorized to execute this application on behalf of the applicant; he/she believes the applicant to be the owner of the trademark/service mark sought to be registered, or, if the application is being filed under 15 U.S.C. Section 1051(b), he/she believes applicant to be entitled to use such mark in commerce; to the best of his/her knowledge and belief no other person, firm, corporation, or association has the right to use the mark in commerce, either in the identical form thereof or in such near resemblance thereto as to be likely, when used on or in connection with the goods/services of such other person, to cause confusion, or to cause mistake, or to deceive; and that all statements made of his/her own knowledge are true; and that all statements made on information and belief are believed to be true.

**Declaration Signature**

Signature: Not Provided Date: Not Provided

Signatory's Name: Jerald L. Tennant

Signatory's Position: Officer

RAM Sale Number: 5760

RAM Accounting Date: 09/18/2012

Serial Number: 85731087

Internet Transmission Date: Mon Sep 17 19:02:03 EDT 2012

TEAS Stamp: USPTO/BAS-XXX.XX.XX.XXX-2012091719020377

7523-85731087-490216e8c60f1313cb11a112ef

ab4ef4b-CC-5760-20120917190053022277



# TENNANT BIOTRANSDUCER

**PRODUCT****Tennant BioTransducer™**

Part Number

TBC081512

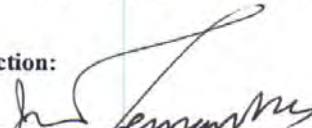
Serial Number

BTCW08151213

Store in a cool, dry place from 0 to 40 degrees Centigrade

**Declaration**

The undersigned, being hereby warned that willful false statements and the like so made are punishable by fine or imprisonment, or both, under 18 U.S.C. Section 1001, and that such willful false statements, and the like, may jeopardize the validity of the application or any resulting registration, declares that he/she is properly authorized to execute this application on behalf of the applicant; he/she believes the applicant to be the owner of the trademark/service mark sought to be registered, or, if the application is being filed under 15 U.S.C. Section 1051 (b), he/she believes applicant to be entitled to use such mark in commerce; to the best of his/her knowledge and belief no other person, firm, corporation, or association has the right to use the mark in commerce, either in the identical form thereof or in such near resemblance thereto as to be likely, when used on or in connection with the goods/services of such other person, to cause confusion, or to cause mistake, or to deceive; and that all statements made of his/her own knowledge are true; and that all statements made on information and belief are believed to be true.

**Signature Section:**Signature: Signatory's Name: GERALD (JERRY) L. IGNANTSignatory's Position: Officer / GENERAL PARTNER

Signatory's Phone Number: n/a

Date Signed: 9/17/12

**NOTE TO APPLICANT:** When filed as part of the electronic form (i.e., scanned and attached as an image file), the signature page **must** include both the signature information **and** the boilerplate declaration language. Do **not** include the entire application, but do ensure that the boilerplate declaration language actually appears; *a signature by itself will not be acceptable*. If, due to browser limitations, the boilerplate declaration language appears on a previous page when printed, you must "merge" the declaration and signature block onto a single page prior to signing, so that the *one complete page* can be scanned to create an acceptable image file. It is recommended that you copy-and-paste the entire text form into another document, manipulate the spacing there to move the declaration and signature section to a separate page, and then print this new version of the text form to send to the signatory.

# TENNANT BIOTRANSDUCER

**PRODUCT****Tennant BioTransducer™**

Part Number

TBC081512

Serial Number

BTCW08151213

Store in a cool, dry place from 0 to 40 degrees Centigrade



# Exhibit 2-C

**ARTICLES OF INCORPORATION** <sup>FILED</sup> In the Office of the  
Secretary of State of Texas

**FOR** **MAY 18 2004**

**AVAZZIA, INC.** Corporations Section

I, J. Kelly Godwin, a natural person over the age of twenty-one (21) years and a citizen of the United States acting as incorporator of a corporation under the Texas Business Corporation Act, do hereby adopt the following Articles of Incorporation for such corporation:

**ARTICLE ONE**

The name of the corporation is Avazzia, Inc.

**ARTICLE TWO**

The period of duration of the corporation is perpetual.

**ARTICLE THREE**

The purpose or purposes for which the corporation is organized is to transact any and all lawful business for which corporations may be incorporated under the Texas Business Corporation Act.

**ARTICLE FOUR**

The aggregate number of shares, which the corporation shall have authority to issue, is one hundred million (100,000,000) shares of no par value each.

**ARTICLE FIVE**

The corporation will not commence business until it has received for the issuance of its shares consideration of the value of not less than one thousand dollars (\$1,000) consisting of money, labor done or property actually received.

**ARTICLE SIX**

The address of its registered office is 3920 Salem Court, Plano, Texas 75023 and the name of its registered agent at such address is J. Kelly Godwin.

## **ARTICLE SEVEN**

The number of initial directors is two (2), and the name and address of each director is:

<b><u>NAME</u></b>	<b><u>ADDRESS</u></b>
J. Kelly Godwin	3920 Salem Court Plano, Texas 75023
Tim B. Smith	6944 Meadowbriar Lane Dallas, Texas 75230

## **ARTICLE EIGHT**

The name and address of the incorporator is:

<b><u>NAME</u></b>	<b><u>ADDRESS</u></b>
J. Kelly Godwin	3920 Salem Court Plano, Texas 75023

## **ARTICLE NINE**

Cumulative voting for directors is prohibited and the directors of the corporation shall be elected by plurality vote.

## **ARTICLE TEN**

The shareholders of the corporation hereby delegate to the Board of Directors the power to adopt, alter, amend or repeal the by-laws of the corporation; and such power shall be deemed to be vested exclusively in the Board of Directors and shall not be exercised by the shareholders. The Board of Directors is further authorized to issue fractional shares of the stock of the corporation.

## **ARTICLE ELEVEN**

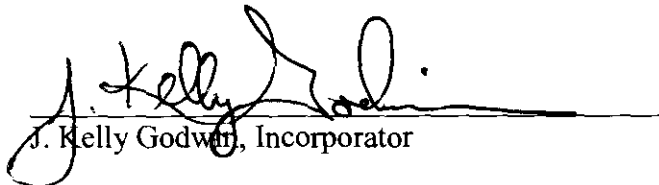
The corporation may indemnify any director, officer or employee, or former director, officer or employee of the corporation, or any person who may have served at its request as a director, officer or employee of another corporation in which it owns shares of stock, or of which it is a creditor, against expenses actually and necessarily incurred by him and any amount paid in satisfaction of judgments in connection with any action, suit or proceeding, whether civil or criminal in nature, in which he is made a party by reason of being or having been such a director, officer or employee (whether or not a director, officer or employee at the time such costs or expenses are incurred by or imposed upon him). The corporation may also reimburse to any director, officer, or employee the reasonable costs of settlement of any such action, suit or proceeding. Such

rights of indemnification and reimbursement shall not be deemed exclusive of any other rights to which such director, officer, or employee may be entitled by law or under any by-laws, agreement, vote of shareholders or otherwise.

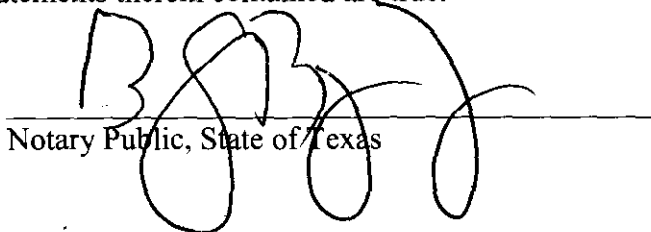
## ARTICLE TWELVE

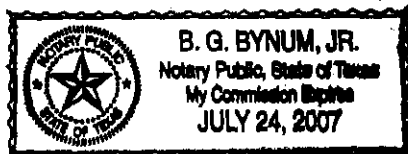
No shareholder of this corporation shall by reason of his holding shares of any class have any preemptive or preferential right to purchase or subscribe for any shares of any class of this corporation, now or hereafter to be authorized, or any notes, debentures, bonds or other securities convertible into or carrying options or warrants to purchase shares of any class, now or hereafter to be authorized, whether or not the issuance of any such shares, or such notes, debentures, bonds or other securities, would adversely affect the dividend or voting rights of such shareholder, other than such rights, if any, as the Board of Directors, in its discretion, may grant to shareholders to purchase such additional securities; and the Board of Directors may issue additional or treasury shares of any class of this corporation, or any notes, debentures, bonds or other securities convertible into or carrying options or warrants to purchase shares of any class without offering the same in whole or part to the existing shareholders of any class.

IN WITNESS WHEREOF, I have hereunto set my hand this 17<sup>th</sup> day of May 2004.

  
J. Kelly Godwin, Incorporator

I, the undersigned Notary Public, do hereby certify that on this 17<sup>th</sup> day of May 2004 personally appeared before me, J. Kelly Godwin, who being by me duly sworn, declared that he is the person who signed the foregoing document as incorporator, and that such statements therein contained are true.

  
Notary Public, State of Texas



# Exhibit 2-D



UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF TEXAS  
DALLAS DIVISION

MARTEN GROUP, INC. D/B/A	)	
SENERGY MEDICAL GROUP AND	)	
SCOTT TENNANT,	)	
	)	
Plaintiffs,	)	
	)	
VS.	)	
	)	Case No.
JERALD TENNANT, MD, JOHN	)	3:24-cv-01852-E
TENNANT, TERESA JESSEN	)	
TENNANT, JARED TENNANT,	)	
TENNANT DEVICES AND	)	
ACCESSORIES, LLC, AND	)	
CURADOR, LLC,	)	
	)	
Defendants.	)	

-----  
ORAL AND VIDEOTAPED DEPOSITION OF  
JERALD TENNANT, MD  
OCTOBER 16, 2024  
VOLUME 1 OF 2  
-----

ORAL AND VIDEOTAPED DEPOSITION OF JERALD  
TENNANT, MD, produced as a witness at the instance  
of the Plaintiff, and duly sworn, was taken in the  
above-styled and numbered cause on October 16, 2024,  
from 10:37 a.m. to 4:27 p.m., before Christy  
Cortopassi, CSR in and for the State of Texas,  
reported by machine shorthand, at the law offices  
of Bryan Cave Leighton Paisner LLP, 2200 Ross  
Avenue, Suite 4200W, Dallas, Texas 75201, pursuant  
to the Federal Rules of Civil Procedure and the  
provisions stated on the record or attached hereto.

A P P E A R A N C E S

FOR THE PLAINTIFFS:

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Mr. Kirk Voss  
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Dallas, Texas 75201  
214.446.6020  
casey.griffith@griffithbarbee.com  
kirk.voss@griffithbarbee.com

FOR THE DEFENDANTS JERALD TENNANT, MD, JOHN TENNANT,  
TERESA JESSEN TENNANT, JARED TENNANT, TENNANT  
DEVICES AND ACCESSORIES, LLC, AND CURADOR, LLC:

Ms. Chelsey Mam  
Mr. Justin Hanna  
BRYAN CAVE LEIGHTON PAISNER LLP  
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Suite 4400  
Seattle, Washington 98104  
206.294.7425  
chelsey.mam@bclplaw.com  
justin.hanna@bclplaw.com

ALSO PRESENT:

Jerry Gutierrez, Marten Group  
Jared Tennant  
Scott Tennant

Alex Oviedo & Tony Harris - Videographers

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P R O C E E D I N G S

THE VIDEOGRAPHER: On the record 10:37 a.m.  
Today is October 16, 2024. This is the deposition of  
Jerald Tennant, MD.

Counsel please state their appearances and  
any agreements they may have.

MR. GRIFFITH: Casey Griffith and Kirk Voss  
for Marten Group, Inc. d/b/a Senergy Medical Group and  
Scott Tennant.

MS. MAM: Chelsey Mam for Defendants and  
Counter-Plaintiffs.

JERALD TENNANT, MD,  
having been first duly sworn, testified as follows:

EXAMINATION

BY MR. GRIFFITH:

Q. Dr. Tennant, have you been deposed before?

A. Yeah, I think so. A number of years ago.

Q. Okay. It may be a while? I'm sure counsel has  
gone over how this works, but just -- I wanted to set  
sort of what we're doing here today. The purpose of  
this deposition is for me to ask questions and get  
answers from you in connection with the litigation that  
we're here on. Okay?

A. Okay.

Q. And so there's a court reporter here taking the

1 BioTransducer device for you in 2004; is that right?

2 MS. MAM: Object to form.

3 A. So I sent specifications to Avazzia to begin  
4 making a device, which put out certain frequencies and  
5 how it was to be delivered, in 2004 or thereabouts.  
6 They -- at that moment in time we may or may not have  
7 used the word "BioTransducer," but that was the  
8 evolution because they weren't able eventually to  
9 make that device.

10 And so as I -- as we continued working  
11 through, it evolved. I'd say, okay, well, you can't  
12 make that one. Can you make it in this form?

13 And eventually that became the  
14 BioTransducer.

15 Q. (BY MR. GRIFFITH) Okay.

16 A. So it was an evolution from the concept of --  
17 through several iterations until we finally got  
18 something that I could approve.

19 Q. Do you recall whether Avazzia made for you a  
20 BioModulator device or a BioTransducer device first?

21 A. The BioModulator was his first.

22 Q. And do you recall signing an Assumption of Risk  
23 Waiver and Release From Liability with Avazzia?

24 A. No, I don't recall that.

25 Q. I know -- I kind of want to get one thing out

1 of the way. We're talking about events that happened  
2 about 20 years ago, correct?

3 A. Yes. At least that long ago.

4 Q. Would you agree with me that as to events that  
5 occurred 20 years ago that, generally speaking,  
6 documentation, written documents, are more reliable than  
7 somebody's memory?

8 MS. MAM: Object to form.

9 Q. (BY MR. GRIFFITH) I'll tell you what -- a fair  
10 objection by your counsel. So I'm going to rephrase  
11 that question.

12 Would you agree with me that documents from  
13 20 years ago are more likely to reliably reflect what  
14 was happening than a person's memory, generally  
15 speaking?

16 MS. MAM: Continuing the objection.

17 A. I would agree that, generally speaking,  
18 something that is written at the time of the occurrence  
19 may be more reliable than someone's memory.

20 Q. (BY MR. GRIFFITH) Okay. And now I want to go  
21 back and ask that -- I can't recall whether you answered  
22 or whether I changed type of memory. But let me ask you  
23 this. Do you -- again, do you recall signing an  
24 Assumption of Risk Waiver and Release From Liability  
25 with Avazzia?



1 over and look at it and see if it -- if it's possible  
2 for you to read it. Otherwise, I can read it to you  
3 with counsel checking my -- if you want to get closer.

4 THE WITNESS: Well, closer is not  
5 necessarily better.

6 MS. MAM: Okay.

7 Q. (BY MR. GRIFFITH) I'll tell you what, let's do  
8 this. I'm not going to read through the entire  
9 document. So do this for me.

10 Would you -- do you see -- can we scroll  
11 down to the bottom of the page? So this document that I  
12 placed on the Elmo, which I have marked as Deposition  
13 Exhibit Number 7, down at the bottom there's a signature  
14 and there's some handwriting.

15 Would you agree with me that your signature  
16 appears on this Deposition Exhibit Number 7?

17 MS. MAM: Object to form.

18 A. Yes.

19 MR. GRIFFITH: What's your objection?

20 MS. MAM: The -- he hasn't had a chance to  
21 look at the whole document, but --

22 MR. GRIFFITH: Okay. Well, I'm just asking  
23 if that's his signature. Okay?

24 MS. MAM: That's fine.

25 MR. GRIFFITH: Okay.

1 MS. MAM: He hasn't had a chance to review  
2 the whole document at --

3 MR. GRIFFITH: Okay. Are you saying that  
4 you are -- for every document I put in front of him  
5 today, we are going to be in a position where you have  
6 to read the entire document before he is able to answer  
7 any questions on it?

8 MS. MAM: Well, I would like him to be able  
9 to read the document before he answers questions, yes.

10 MR. GRIFFITH: Okay. So -- but he says he  
11 can't read it. You are telling me that you are going to  
12 have to read the document to him and then he is going to  
13 have to rely upon his memory of what you read to answer  
14 questions about the document from your perspective?

15 MS. MAM: I'm happy to read it to him if  
16 that will get us through the documents. But, yes, I  
17 don't want him testifying about a document he hasn't had  
18 an opportunity to review.

19 MR. GRIFFITH: Okay.

20 Q. (BY MR. GRIFFITH) Well, I'll tell you what,  
21 Dr. Tennant, let me go back. You may have already  
22 answered, but I am going to ask it again. So she may  
23 lodge an objection to form as asked and answered.

24 This document that's up on the screen,  
25 which I have marked as Deposition Exhibit Number 7,

1 which at the bottom left-hand corner in the footnote  
2 area says: "Avazzia Release From Liability doc," d-o-c.  
3 And underneath that says: "7/27/2004, 11:54:00 a.m."

4 Does your signature appear on this document  
5 that's on the screen?

6 A. Yes, it appears to me that that's probably my  
7 signature.

8 Q. Okay. So this document states that you  
9 requested to use, test, and generally experience the  
10 effects of a device provided by Avazzia, Inc. Do you  
11 know what device that language refers to?

12 MS. MAM: Object to form.

13 A. No, because I don't know what this document is.

14 Q. (BY MR. GRIFFITH) You have no idea -- well,  
15 let me ask you this. Do you recall ever entering into  
16 any kind of waiver release from liability with Avazzia?

17 A. No, I don't recall that.

18 Q. Do you recall whether Avazzia ever told you  
19 that you are going to need to release them from any  
20 liability in order for them to provide you a device?

21 A. No, I don't recall that.

22 Q. You would agree with me that at some point --  
23 well, strike that.

24 You would agree with me that in 2004  
25 Avazzia did provide to you a prototype device, correct?

1           A. If my memory serves me correctly, yes.

2           Q. And you don't recall whether they required you  
3 to sign any written agreements with them before they  
4 provided you that prototype, correct?

5                     MS. MAM: Object to form.

6           A. I don't recall.

7           Q. (BY MR. GRIFFITH) Do you recall -- well,  
8 strike that.

9                     Who came up with the phrase Tennant  
10 BioModulator?

11          A. I did.

12          Q. When did you come up with that?

13          A. The dates are somewhere in the neighborhood of  
14 2001, 2002, somewhere in that ballpark.

15          Q. And can you tell me how you came up with the  
16 idea of using the phrase Tennant BioModulator?

17          A. I don't recall what was going through my mind.  
18 As far as I knew -- I knew what device that I had asked  
19 Tim Smith to make, and it needed a name. And I don't  
20 remember the evolution of my thinking of how it came to  
21 that name.

22          Q. Is it fair to say that you did not come up with  
23 the idea of using the phrase Tennant BioModulator until  
24 after you first spoke with Tim Smith about making a  
25 device?

1 Q. Okay. And where did Dr. Frost live at this  
2 time, if you know?

3 A. The United Kingdom.

4 Q. Okay. And so did you later reach any  
5 agreements with Dr. Frost to import these Scenar devices  
6 to the United States?

7 MS. MAM: Object to form.

8 A. Yes. There was an agreement.

9 Q. (BY MR. GRIFFITH) Was it written or verbal?

10 A. I don't recall.

11 Q. Do you recall any terms of the agreement?

12 A. No.

13 Q. Under this agreement that was reached, were you  
14 involved in the importation of the Scenar devices into  
15 the United States?

16 A. Yes.

17 Q. How were you involved?

18 A. I really don't remember exactly how we  
19 accomplished that task 25 years ago.

20 Q. Okay. Was Scott Tennant involved in the  
21 importation of Scenar devices in the United States?

22 A. At some point I hired Scott to work with me in  
23 the sale of the Scenar devices. And so he would have  
24 been involved in the sense that I would have -- I would  
25 instruct him, okay, we need to get some more devices.

1 Then he would follow my orders.

2 Q. Is it fair to say that -- well, strike that.

3 Did you ever become dissatisfied with the  
4 quality of the Scenar devices that were imported from  
5 the -- overseas?

6 MS. MAM: Object to form.

7 A. I don't recall them being major issues with  
8 their performance as far as reliability, et cetera.  
9 But, again, that was 25 years ago.

10 Q. (BY MR. GRIFFITH) Okay. And your memory of  
11 events that happened 25 years ago is not as good as  
12 things that happened yesterday, correct?

13 MS. MAM: Object to form.

14 A. I'm not going to answer the question. And I  
15 think it's too loose-ended, of course. The question of  
16 at what point is somebody's memory better than some  
17 other point is something I can't answer.

18 Q. (BY MR. GRIFFITH) Why can't you answer that?

19 A. It's illogical to answer that question.

20 Q. Okay. Is it your position your memory today is  
21 as good as it was 25 years ago?

22 MS. MAM: Object to form.

23 A. Well, again, I think it's a ridiculous question  
24 and I choose not to answer it.

25 Q. (BY MR. GRIFFITH) Have you ever been diagnosed



1 in selling Scenar devices in the United States, correct?

2 A. Yes.

3 Q. Do you recall when that happened?

4 A. Yes. It was somewhere in the neighborhood of  
5 2002, 2003 probably. Somewhere in that neighborhood.

6 Q. Do you recall whether you first met Tim Smith  
7 before or after you were no longer involved in selling  
8 Scenar devices in the United States?

9 A. Tim Smith made the appointment and came to my  
10 office during the time that we were selling Scenar. And  
11 we continued to sell Scenar until he provided us with  
12 the prototype and eventually the BioModulator that I  
13 approved. And at that point we switched from Scenar to  
14 BioModulator.

15 Q. And can you explain why you decided to stop  
16 selling the Scenar device?

17 MS. MAM: Object to form.

18 A. Well, I do recall, for example, it was very  
19 difficult to get -- sometimes difficult to get the  
20 Scenar devices. Certainly it was difficult to get any  
21 kind of repair that was needed. And also I felt like I  
22 had discovered better frequency waveforms, better  
23 frequencies and a better approach to clinical use than  
24 the Russians.

25 And so for that reason, when the

1 opportunity arose, as offered by Tim Smith, to make the  
2 different version of that to overcome some of those  
3 problems, then I agreed that that was a good move  
4 forward.

5 Q. (BY MR. GRIFFITH) Okay. So is it fair to say  
6 that, from your perspective, the first prototype device  
7 that Avazzia made at your request was an improvement on  
8 the Scenar device?

9 A. In general, yes. The -- you know, there were  
10 obviously some things that happened with the early  
11 devices that we needed to address. And so they were --  
12 the BioModulator was an improvement over Scenar, but it  
13 wasn't perfect when it first came out or when I first  
14 got the prototypes -- prototype.

15 Q. From your perspective, is a BioModulator a type  
16 of device?

17 MS. MAM: Object to form.

18 A. Is the BioModulator a type of device?

19 Q. (BY MR. GRIFFITH) Yes. Is -- let me ask you  
20 this way. At some point Avazzia manufactured a device  
21 that was sold to the public under the name Tennant  
22 BioModulator, correct?

23 A. Yes.

24 Q. How would you describe what kind of device that  
25 Tennant BioModulator was?

1 A. It is basically a -- it falls in the same  
2 category as the Russian switched to -- defined it as  
3 self-controlled energetic neuroadaptive regulator.

4 Q. And was the Scenar also fitting within that  
5 same description you provided?

6 A. Yes.

7 Q. Do you recall ever personally paying Avazzia  
8 for any work they did in connection with manufacturing  
9 devices?

10 A. Yes.

11 Q. What did you pay for personally?

12 A. I certainly recall paying them for the initial  
13 work on what eventually became the BioTransducer.

14 Q. Did you pay for any of the work that Avazzia  
15 did to manufacture the BioModulator?

16 A. I don't recall.

17 Q. Do you know if you still possess any financial  
18 records with -- that would show payments that you  
19 personally made to Avazzia?

20 A. I don't know.

21 Q. At some point -- well, strike that.

22 At some point Senergy became a distributor  
23 of BioModulator devices that were manufactured by  
24 Avazzia, correct?

25 A. Yes.

1 Q. Have you ever had any ownership interest in  
2 Senergy?

3 A. I think the correct answer -- I believe the  
4 correct answer is no. Because I was told by Scott that  
5 the Stark Law applied which said that I could not own  
6 it.

7 Q. Okay.

8 A. It turned out not to be true.

9 Q. When did Scott -- and you are referring to  
10 Scott Tennant, correct?

11 A. Yes.

12 Q. Scott's your son, right?

13 A. Stepson, yes.

14 Q. Was Scott ever adopted by you?

15 A. No.

16 Q. Did you ever treat him as -- like one of your  
17 biological sons?

18 A. Absolutely.

19 Q. So why use the term "stepson"?

20 MS. MAM: Object to form.

21 A. Because I feel it's inappropriate to answer  
22 that question in his presence.

23 Q. (BY MR. GRIFFITH) Well, unfortunately I'm here  
24 to ask questions and you have to answer them. So I want  
25 you to answer that question.

1 providing devices. We said at the time we -- I told  
2 Scott that I was canceling his license and told Avazzia  
3 that we were canceling his -- their ability to sell  
4 devices to Senergy, but that we were placing an order so  
5 that we could continue serving our patients. And they  
6 promptly said that because of their collusion with Scott  
7 they could not sell me devices.

8 Q. (BY MR. GRIFFITH) Before this litigation  
9 started, you had agreed that Senergy would be the  
10 exclusive distributor of devices marketed under the  
11 Tennant BioModulator and Tennant BioTransducer marks,  
12 correct?

13 MS. MAM: Object to form.

14 A. Yes.

15 Q. (BY MR. GRIFFITH) And you knew that exclusive  
16 distribution agreement was in place when you terminated  
17 the royalty agreements, correct?

18 MS. MAM: Object to form.

19 A. The exclusive disagreement was something that I  
20 believed could be canceled, according to the agreements.  
21 And, you know, that -- well, enough said there. I just  
22 believe that -- that the contracts allowed me very  
23 clearly to cancel my licensure of Senergy and that  
24 because I owned the trademarks that Avazzia would --  
25 they were simply using those trademarks and that they --

1 A. Horseshoes, saddles.

2 Q. Okay.

3 A. Surgical instruments, and -- I don't know. I  
4 got a -- I got a bunch of patents.

5 Q. You -- have any of those patents expired?

6 A. I don't know.

7 Q. Okay. Do you have any -- do you believe you  
8 have any patents that cover the Tennant BioModulator and  
9 Tennant BioTransducer devices?

10 MS. MAM: Object to form.

11 A. The waveform, specific waveform that's in the  
12 BioModulator, the waveform pattern that's in the  
13 BioModulator was patented by the Russians many years ago  
14 and therefore could not be patented by me.

15 Q. (BY MR. GRIFFITH) You mentioned a moment ago  
16 that one example of how Scott Tennant betrayed you is  
17 that he's preventing you from treating your patients  
18 right now, correct?

19 A. Yes.

20 Q. Is there anything preventing any of your  
21 patients from buying a device from Senergy right now and  
22 then you treating your patients with devices that are  
23 purchased from Senergy?

24 A. Because Senergy does not have a valid license  
25 to sell my devices.



1 Q. Okay. So your position is that you don't want  
2 your patients buying devices from Senergy to help you  
3 treat them because of your trademark dispute with  
4 Senergy, correct?

5 MS. MAM: Object to form.

6 A. So if it were not for the collusion between  
7 Scott and Avazzia, my patients could be treated. But  
8 it's the collusion between them that prevents Avazzia  
9 from selling me my own devices so I can take care of my  
10 patients.

11 Q. (BY MR. GRIFFITH) Let me ask you this. Other  
12 than you, is there any reason that any of your patients  
13 can't, right now, buy a BioModulator or BioTransducer  
14 device, bring it to you and have you treat them?

15 MS. MAM: Object to form.

16 A. Ask me the question again.

17 Q. (BY MR. GRIFFITH) Yeah. Other than -- well, I  
18 want you to identify all reasons that you can't treat  
19 your patients with devices that they purchase from  
20 Senergy right now.

21 MS. MAM: Object to form.

22 A. Because it's -- and to the best of my  
23 understanding, Senergy is breaking a contract, which is  
24 in essence, in my mind, breaking the law by continuing  
25 to sell my devices when they have no license to do so.

1 BioTransducer Crystal Wave. And from the time that I  
2 designed that until the present time or the time that we  
3 were upgrading it, I had figured out a better way to do  
4 it, which would give us a more effective device.

5 Q. You have referred to upgraded devices, right?

6 A. Yes.

7 Q. Every time that -- from your perspective, an  
8 upgraded device was created -- strike that.

9 Every time -- strike that again.

10 From your perspective, every time Avazzia  
11 manufactured an upgraded device, was the device always  
12 marketed under a new name?

13 MS. MAM: Object to form.

14 A. Well, I don't know if I can answer the word  
15 "always." But certainly, for example, when we went from  
16 a BioModulator to a BioModulator Plus to a BioModulator  
17 Pro, the name was changed as the components or the  
18 design of the device was changed.

19 Now for the BioTransducer Crystal Wave,  
20 I have seen documents from Scott calling them Crystal  
21 Wave I and Crystal Waive II, but I don't know that they  
22 changed the name on the device or in their marketing. I  
23 don't know.

24 Q. (BY MR. GRIFFITH) Okay. So is it fair to say  
25 that the Tennant BioModulator device was different than

1 the Tennant BioModulator Plus device?

2 A. It was different in the sense of the form  
3 factor. The frequencies that were in it were  
4 essentially the same.

5 Q. What do you mean by form factor?

6 A. Well, the difference between this and this.

7 Q. Okay. So when you say form factor you are  
8 referring to how it looks visually, correct?

9 A. Yeah. Well, the size of it, the design of it,  
10 which buttons, which -- what kind of a sensory port it  
11 had on it, et cetera.

12 Q. Okay. What -- would you characterize the  
13 Tennant BioModulator Pro as being a different device  
14 than the Tennant BioModulator device?

15 MS. MAM: Object to form.

16 A. I would answer by saying is the Chevy different  
17 from a Buick?

18 Q. (BY MR. GRIFFITH) Okay. I would say that's  
19 different.

20 A. So they are both General Motors products  
21 covered by the same trademarks and ownership of General  
22 Motors. But they are not -- they are not -- a Buick is  
23 not a Chevy.

24 Q. Okay. Well, let me ask you this. How is a  
25 Tennant BioModulator Pro not a Tennant BioModulator?

1           A. They are both BioModulators. The difference is  
2           the capabilities of, again, if I could use the analogy.  
3           Maybe a Chevy has a six-cylinder engine and the Buick  
4           has an eight-cylinder engine.

5                     It's different, but it's still a General  
6           Motors product covered by the General Motors trademarks.

7           Q. Okay. Well, let me ask you this. Do you know  
8           if Tennant BioModulator Pro devices were ever marketed  
9           as Tennant BioModulator Plus devices?

10          A. Was the Pro ever -- is the -- did you ask me  
11          the question was the Pro marketed as a Plus?

12          Q. Yes.

13          A. Not to my knowledge.

14          Q. Okay. Was the Tennant BioModulator Plus ever  
15          marketed as a Tennant BioModulator Pro?

16          A. Not to my knowledge. I would have objected.

17          Q. Okay. Was the original Tennant BioModulator  
18          device ever marketed as a Tennant BioModulator Pro  
19          device?

20          A. Not to my knowledge.

21          Q. Was the original Tennant BioModulator device  
22          ever marketed as a Tennant BioModulator Plus device?

23          A. The same answer.

24          Q. And what about the various -- well, it's  
25          like -- can you give me examples of different

1 property. Because I'm the one that figured out what  
2 widget I wanted and how I wanted it to work and what  
3 went into it.

4 I said I then -- I was transferring that to  
5 the manufacturing saying, I want you to private label  
6 this device just for me because this is my IP. Will you  
7 do it? Yes. Okay, do it.

8 Q. Okay. But they didn't private label the device  
9 for you; they private labeled it for Senergy, correct?

10 MS. MAM: Object to form.

11 A. No. They private labeled it to me and it was  
12 my instruction to them that they would only sell it to a  
13 person of my instruction, which had -- for all these  
14 20-some years was Senergy.

15 Q. (BY MR. GRIFFITH) Okay. So you would agree  
16 with me that Avazzia never sold you devices, correct?  
17 They sold Senergy devices?

18 A. Basically true, with the caveat that, you know,  
19 I could call them and say, Hey, I need a new  
20 BioModulator in my clinic and they would send it over.  
21 And so I don't recall how the payment for that happened  
22 because that was kind of something that, you know,  
23 somebody else took care of.

24 But other than, you know, me buying devices  
25 that I needed just for my clinic or on -- I had asked

1     them at one time and I don't recall how this all started  
2     out.

3                 But I said, you know, I have patients who  
4     are very sick and have no money, you know, is it  
5     possible that -- that, you know, onesy, twosies a month  
6     you could make a device available at a very economical  
7     price for my really poor patients.

8                 And they -- I think they did that a few  
9     times over the years.

10                Q.    Okay.

11                A.    How that got paid for, I don't know.

12                Q.    You said somebody else takes care of that.   Who  
13     is that someone else that takes care of what --

14                A.    Well, my bookkeeper, that they get -- she gets  
15     an invoice and I say, you know, I say, oh, yeah, we got  
16     those devices, whatever, pay it.   You know, I don't  
17     write those checks.

18                Q.    So is it fair to say that from the beginning  
19     when -- well, strike that.

20                       Is it fair to say that when Avazzia first  
21     started selling devices they manufactured, that those  
22     sales first went through Senergy, correct?

23                MS. MAM:   Object to form.

24                A.    Generally speaking, I think that's correct.

25                Q.    (BY MR. GRIFFITH)   Okay.   And you used the



1 knowledge.

2 Q. Okay. Do you know if there is any  
3 agreements --

4 A. With the exception of, you know, my trademarks  
5 are now in part -- in that corporation. And, of course,  
6 I have trademark agreements with -- you know, I have  
7 a -- we have had this discussion about how my trademarks  
8 and I interacted with Avazzia, ad nauseam.

9 Q. Yeah, and we did, but -- and we talked about  
10 how you worked with Avazzia in connection with some of  
11 these devices, right? But my question is what license  
12 agreements do you have or have you ever had with  
13 Avazzia?

14 MS. MAM: Object to form.

15 Q. (BY MR. GRIFFITH) Let me ask that again. What  
16 license agreements have you ever had with Avazzia?

17 MS. MAM: The same objection.

18 A. So, again, I'm having to remember back over 25  
19 years, but -- and so I may have -- be missing something.  
20 But nevertheless, then it's always primarily been, Hey,  
21 Tim, can you build this widget for me? Yes.

22 Okay. Here's what I want and this is my  
23 design and these are my specifications. Can you do it?  
24 Yes. Okay. Let's do it. And so how that, you know,  
25 that was written down in the form of, Okay, I'm sending

1 you diagrams and drawings, et cetera.

2 But was there a piece of paper like this  
3 that says, Here's a contract that says Avazzia, how  
4 we'll make these, and this is Tennant's IP? I don't  
5 recall whether or not we had any of those.

6 Q. (BY MR. GRIFFITH) Okay.

7 MR. GRIFFITH: We can stop for lunch now.

8 MS. MAM: Great.

9 THE VIDEOGRAPHER: Off the record

10 12:38 p.m.

11 (Break taken from 12:38 p.m. to 1:31 p.m.)

12 THE VIDEOGRAPHER: Back on the record

13 1:31 p.m.

14 Q. (BY MR. GRIFFITH) Dr. Tennant, has anyone  
15 other than Avazzia ever manufactured a device marketed  
16 under the Tennant BioModulator name?

17 A. No. I don't believe so.

18 Q. Has anyone other than -- well, let me back up.

19 Before this litigation started, had anyone  
20 other than Senergy sold the device marketed under the  
21 Tennant BioModulator name?

22 A. No. I don't believe so.

23 Q. You are associated with something called the  
24 Tennant Institute, correct?

25 A. Yes.

1 it's Jerald L. Tennant, either PA or PC, which is a  
2 professional corporation d/b/a Tennant Institute.

3 Q. Got you. And you would agree with me that  
4 before this litigation started the tennantinstitute.com  
5 web page pointed to Senergy's website, if somebody  
6 visiting wanted to purchase the Tennant BioModulator  
7 device, correct?

8 A. I don't know.

9 Q. Are you familiar with the content at that  
10 website?

11 A. A difficult question to answer the way you  
12 asked it. Because, you know, I have people who do the  
13 administration of the clinic, and their job is to deal  
14 with things like websites.

15 And then sometimes those get changed for  
16 whatever reason, we think of something new that we want  
17 to educate people about or whatever. And I don't always  
18 keep up with that.

19 Q. There are -- well, strike that.

20 Is there someone that's principally  
21 responsible for maintaining the website?

22 A. Currently that's in the transition. We had  
23 hired the same marketing person that Senergy uses a few  
24 months ago. Maybe a year ago now. I don't remember  
25 exactly. And so she was responsible for the website and

1 include that as well.

2 Q. So like a -- I'm sorry. Go ahead.

3 A. So, again, there was this -- a big manual that  
4 was given out. Now oftentimes you would see laying  
5 around various other things that Senergy might have  
6 created, maybe a brochure kind of thing about something  
7 or other.

8 And they might hand those out or have them  
9 laying on the table or whatever. And so there would be  
10 offerings from Senergy's perspective.

11 Q. And you didn't pay for the creation of those  
12 Senergy materials, correct?

13 A. That's correct.

14 Q. I want to go back to when you first started  
15 working with Tim Smith and Avazzia. You mentioned  
16 previously that you said you hired Scott Tennant to work  
17 with you on this Scenar and what became the Tennant  
18 BioModulator project, right?

19 A. That's not totally correct.

20 Q. Okay. How is that incorrect?

21 A. So when -- to the best of my recollection, when  
22 Scott came to work with us, I hired him to sell Scenar  
23 devices, which I was involved with at that time. And I  
24 wanted somebody to do that so I could pay more attention  
25 to my medical practice and developing my things.

1 forget that I give it to them.

2 So it's not something that I keep track of  
3 or register it in my brain. It is just I was glad I  
4 could afford to give somebody something that could help  
5 keep them alive. But I would guess, probably in the 25  
6 years I have been doing this kind of stuff, I have  
7 probably given away somewhere -- I don't know -- 50 to a  
8 100.

9 Q. And is that both BioTransducer devices and  
10 BioModulator devices?

11 A. Yeah. So in the early days, we just had  
12 BioModulators and so that's what it would be, you know.  
13 But after I developed the transducers, then I would try  
14 to give them both because patients really need both.

15 And so, again, I can't give you -- I don't  
16 know that I can give you any closer answer because I  
17 just don't remember about how many I have given away.  
18 But it's been in that ballpark probably.

19 Q. Let me ask you this. Is it fair to say that  
20 you didn't give away any BioTransducer devices until  
21 after Senergy was selling BioTransducer devices?

22 MS. MAM: Object to form.

23 A. That's probably true in the sense that, you  
24 know, people who can afford it, they all, you know,  
25 would maybe go down and buy them from Senergy.

1 MS. MAM: I'm going to object to form --

2 Q. (BY MR. GRIFFITH) Well --

3 MS. MAM: -- and instruct you not to answer  
4 anything that you have discussed with counsel.

5 Q. (BY MR. GRIFFITH) You are not aware that they  
6 have been engaged and that they are looking; is that  
7 right?

8 A. I'm not aware of any audit taking place.

9 Q. Is Tennant Systems owned by Jerad Tennant?

10 A. Yes.

11 Q. The Jerad Tennant who's sitting in the room  
12 today?

13 A. Yes.

14 Q. And my understanding is that he didn't make any  
15 BioTransducer devices until 2020; is that right?

16 MS. MAM: Object to form.

17 Q. (BY MR. GRIFFITH) A fair point, he didn't make  
18 those devices. So is it fair to say that -- strike  
19 that.

20 Do you know when Tennant Systems started  
21 manufacturing BioTransducer devices?

22 A. It was somewhere in the neighborhood of 2020,  
23 to the best of my memory, as I can recollect at this  
24 moment.

25 Q. Okay. And do you know whether he ever sold



1 BioTransducer devices to anyone other than Senergy?

2 A. I don't know.

3 Q. Has Tennant Systems ever paid you royalties for  
4 sales of BioTransducer devices?

5 A. Yes.

6 Q. When?

7 A. During the time that they have been sold.

8 Q. So you said earlier that you thought that  
9 Tennant Systems was paying you royalties -- strike that.

10 You said earlier you thought that Tennant  
11 Systems was selling BioTransducer devices starting  
12 around 2020 until now; is that right?

13 MS. MAM: Object to form, asked and  
14 answered.

15 Q. (BY MR. GRIFFITH) You can go ahead and answer.

16 A. It's been answered.

17 Q. No, sir. I asked the question. She says,  
18 "objection to form," you still answer the question.  
19 Okay?

20 A. I'll give you the same answer I gave you a few  
21 minutes ago. It's the same question.

22 Q. And what's the answer, sir?

23 A. It's -- to the best of my recollection, was  
24 somewhere near 2020.

25 Q. Until now, correct?

1 Q. How big is your computer monitor?

2 A. Oh, it's about this wide, and about this tall  
3 (indicating).

4 Q. And how far in front of your face does it sit  
5 whenever you are reviewing documents?

6 A. Well, if I make the font in it somewhere around  
7 between 20 and 26 I can read it from this distance  
8 (indicating).

9 Q. Okay. So do you recall confirming, in  
10 connection with your sworn statement, the existence of a  
11 2003 royalty agreement?

12 A. I would assume so because I do -- I have a copy  
13 of that agreement.

14 Q. Okay. And do you recall reviewing it before  
15 you signed your sworn statement?

16 A. I don't recall that but -- no, I don't recall  
17 it.

18 Q. Okay. Well, I want to ask you some questions  
19 about the 2003 royalty agreement, again, which is  
20 attached to the preliminary injunction motion appendix.  
21 It's document 25, starting at page 40.

22 So the bottom of the document says that it  
23 is a rocketlawyer.com document. Do you know what  
24 rocketlawyer.com is?

25 A. I think so. I think it's an online thing where

1 you can do legal forms, but I'm not positive.

2 Q. Well, do you know who drafted the 2003 royalty  
3 agreement?

4 A. No. Not really. I mean, that was 2003. This  
5 is 2023.

6 Q. Okay. Do you know if you drafted the royalty?

7 A. I don't know.

8 Q. Do you know if Scott drafted it?

9 A. I don't know.

10 Q. Okay. Do you know if Scott Tennant signed it?

11 A. I am reasonably confident that he did.

12 Q. Did you sign it?

13 A. I'm reasonably confident that I did.

14 MS. MAM: Would you like to look at the  
15 document on the screen?

16 THE WITNESS: Yeah.

17 MS. MAM: If you wouldn't mind putting that  
18 signature page up for me.

19 MR. VOSS: Yes, ma'am.

20 MS. MAM: Can you see that?

21 THE WITNESS: Yeah.

22 A. Yeah, that both of us signed it.

23 Q. (BY MR. GRIFFITH) Do you know whose idea it  
24 was to use rocketlawyer.com?

25 A. No.

1 Q. Do you recall ever having a rocketlawyer.com  
2 account of some kind?

3 A. No.

4 Q. Do you know if you have ever used  
5 rocketlawyer.com?

6 MS. MAM: Object to form.

7 A. I have no idea.

8 Q. (BY MR. GRIFFITH) Do you know who -- whether  
9 anybody paid rocketlawyer.com for this document?

10 A. I don't know.

11 Q. Okay. Exhibit 8 says that -- in the first  
12 paragraph, quote: "This royalty agreement (agreement)  
13 was made on June 15, 2003."

14 Okay? Do you know when this document was  
15 signed?

16 A. No.

17 Q. Do you have any idea when it was signed?

18 A. Somewhere around 2003.

19 Q. Well, and why do you assume that it was signed  
20 sometime around 2003?

21 A. Because it says 2003 document. Doesn't it?

22 Q. Well, it actually doesn't. It says this  
23 royalty agreement is made in 2003. It does not say when  
24 it was signed.

25 MS. MAM: I'm going to object to form.

1 A. I have no recollection of the signatures or the  
2 conditions surrounding them in -- 21 years ago.

3 Q. (BY MR. GRIFFITH) Okay. So it's possible this  
4 was signed in 2004, for all you know, right?

5 A. I don't recall.

6 Q. Is it possible that it was signed in 2005?

7 MS. MAM: Object to form.

8 A. Anything is possible, I suppose.

9 Q. (BY MR. GRIFFITH) Is it possible it was signed  
10 in 2006?

11 MS. MAM: Object to form.

12 A. I have no clue.

13 Q. (BY MR. GRIFFITH) Okay. The second paragraph  
14 of this document says: "Whereas the Grantor owns and  
15 has the right to grant interest in Tennant BioModulator  
16 open parens (hereinafter called the property) closed  
17 parens period. Grantor's right was issued to the  
18 grantor on June 15, 2003, by 01/02/2003."

19 Do you remember that or can you read that  
20 on the screen?

21 MS. MAM: Do you want to look at that  
22 second paragraph there? And I think we're not in the  
23 right spot.

24 MR. VOSS: Oh, I moved it.

25 MS. MAM: Thanks. Can you move it down

1 just a little bit more, please?

2 MR. VOSS: Yeah.

3 MS. MAM: Okay. That should be the first  
4 paragraph and that's the second paragraph.

5 THE WITNESS: Okay. What's the last word  
6 on this -- (reading.)

7 Oh. Herein referred to as grant- --

8 MS. MAM: Grantor.

9 THE WITNESS: Grantor and Scott Tennant  
10 with an address -- referred to as grantee.

11 MS. MAM: And then in the next paragraph is  
12 the one he's referring to.

13 THE WITNESS: Whereas the Grantor owns and  
14 has the right to grant interest in Tennant BioModulator  
15 hereinafter called the property, Grantor -- Grantor's  
16 right was issued to the grantee on June 15, 2003, by --  
17 looks like a date there.

18 MS. MAM: Right. And those numbers are  
19 01/02/2003.

20 A. Okay. So what's the question?

21 Q. (BY MR. GRIFFITH) So the first question is  
22 what right was issued to you on June 15, 2003?

23 MS. MAM: Object to form.

24 A. This is such a long time ago. It was so -- let  
25 me think what was going on in -- so, let's see, 2001,



1 2002 Scenar, 2002 I had signed the device -- okay. That  
2 was a long time ago.

3 THE COURT REPORTER: I don't want to pick  
4 on you, but either speak loud enough for me to write it  
5 down --

6 THE WITNESS: Oh.

7 THE COURT REPORTER: -- or say it in your  
8 head.

9 THE WITNESS: Okay. I will try to think in  
10 my head. I'll cover my mouth so you can't see.

11 A. That was such a long time ago. So that time  
12 period is a bit foggy in my mind because it's so long  
13 ago. I can make some individual memories of what was  
14 going on then, but I can't tie it down to specific  
15 dates.

16 So the best I can do would -- at this  
17 moment with the memory I have of those times is to be  
18 inconclusive of exactly the order in which what came.

19 Q. (BY MR. GRIFFITH) Okay. So sitting here today  
20 you have no idea what right was issued to you on  
21 June 15, 2003, correct?

22 MS. MAM: Object to form.

23 A. No. I would -- I will have to think about  
24 that. I can't put it together right now with my memory  
25 at this moment.

1 Q. (BY MR. GRIFFITH) And is it fair to say that  
2 sitting here today that you have no idea where any right  
3 that was issued to you on June 15, 2003, came from?

4 MS. MAM: Object to form.

5 A. I don't recall that.

6 Q. (BY MR. GRIFFITH) And do you have any idea  
7 sitting here today what interest in that right you were  
8 able to grant?

9 A. No. I just don't recall.

10 Q. Okay. And there's a reference in the paragraph  
11 that says -- well, the last sentence of that paragraph  
12 says: "Grantor's right was issued to the Grantor on  
13 June 15, 2003, by 01,02,2003."

14 Do you have any idea what 01/02/2003 means?

15 A. No. I don't recall at this moment.

16 Q. Do you have any idea why the date June 15 2003,  
17 was used in this paragraph?

18 A. I simply don't re- -- at this -- as I sit here  
19 in this moment, I don't recall what those dates meant at  
20 that point in time, 20 years ago.

21 Q. And do you know -- so, again, that paragraph  
22 says, "Whereas the Grantor owns and has the right to  
23 grant interest in Tennant BioModulator," did you know  
24 what was Tennant BioModulator as of June 15, 2003?

25 A. Well, obviously I did or I wouldn't have put it

1 in there, if it hadn't already been underway and named.

2 Q. Right. But you don't know when this document  
3 was signed, correct?

4 MS. MAM: Object to form.

5 A. No, the whole time frame from the time Tim  
6 Smith came and said, Will you work with me, until he put  
7 a prototype in my hand, that whole time period is a bit  
8 fuzzy, because I just don't remember what all was going  
9 on back that long ago.

10 Q. (BY MR. GRIFFITH) Okay. But you would agree  
11 with me that it's possible this document, because it  
12 refers to Tennant BioModulator, was in fact signed long  
13 after June 15, 2003, when a Tennant BioModulator device  
14 existed, correct?

15 MS. MAM: Object to form. Asked and  
16 answered.

17 A. No, I don't agree. I -- what I -- well, what  
18 probably would have been my habit of how I did things  
19 over the years is that once I developed the BioModulator  
20 I would have taken steps to protect it.

21 But the -- and to get Scott ready to sell  
22 it, we put those plans in place and then would have  
23 filed for the trademark. But, of course, you can't  
24 trademark something that you haven't put in commerce  
25 yet.

1 And so the -- but we would -- but I  
2 would -- as would have the documentation, I would  
3 assume, with -- or the communication with Tim of here's  
4 what I want to make, and here's how you are going to  
5 make it, and here's what we are going -- and eventually  
6 here's what we're going to call it.

7 And so it was mine. It existed in the  
8 form -- I mean, probably existed in a form of, okay,  
9 this is done. We're making an agreement and as soon as  
10 it's possible I'll get the trademark.

11 My best -- and again, this is trying to  
12 pull memory out of where there's not a good memory, is  
13 that this scenario of how I would have done things.

14 Q. (BY MR. GRIFFITH) You said that this is how  
15 you would have done it at the time, but this was the  
16 first time you entered into an arrangement with Scott  
17 Tennant, correct?

18 MS. MAM: Object to form.

19 A. Yeah. But, you know, I mean, I had other  
20 businesses and contracts in the -- before Scott ever  
21 came to work for me. I mean, that's just the way I did  
22 things throughout my 60-some years in medicine.

23 Q. (BY MR. GRIFFITH) And you said that you can't  
24 trademark something until it's been used in commerce,  
25 right?

1 A. That was and is my understanding.

2 Q. And do you have any idea whether this royalty  
3 agreement was entered into before or after the Tennant  
4 BioModulator, the mark was first used in commerce?

5 MS. MAM: Object to form.

6 A. No, I don't know.

7 Q. (BY MR. GRIFFITH) When you were working with  
8 Avazzia to design a BioModulator device, you said that  
9 you sent them specifications, right?

10 A. Sure.

11 Q. Okay. When you were interacting with Avazzia  
12 during that time, did you share specifications with  
13 Scott Tennant also?

14 A. Well, I -- again, this is asking me questions  
15 about a long time ago. But there would be situations in  
16 which Scott would be perhaps in the room when I was  
17 talking with Avazzia. There would be times when I would  
18 send Avazzia emails and copy Scott to them. There would  
19 be times that I talked to them on the phone and Scott  
20 was nowhere around.

21 So, again, my job was to communicate with  
22 them how I wanted it. My job was to say to Scott,  
23 Scott, this is what's going on so you're in the loop.  
24 So get ready so you will understand, because you got to  
25 sell this stuff and so you need to be educated about it.

1 necessary for the use of the property that you were  
2 purportedly licensing?

3 MS. MAM: Object to form.

4 A. I don't know. I would have to go back and look  
5 and see if I can find any of the mountainous  
6 communications from so long ago. So at this moment, I  
7 cannot bring those to memory.

8 Q. (BY MR. GRIFFITH) You testified earlier that  
9 it was your idea to use the phrase Tennant BioModulator  
10 for the BioModulator device that was going to be  
11 manufactured by Avazzia, correct?

12 A. Yes.

13 Q. Can you tell us what use you made of the phrase  
14 Tennant BioModulator at the time that the 2003 royalty  
15 agreement was executed?

16 A. Again, I can't specify the time. It would have  
17 been obvious that once Tim Smith agreed to build my  
18 version of the -- this type of device, that we would  
19 have started the process of giving it a name and  
20 creating the appropriate logo, et cetera, in preparation  
21 for bringing it to market, just as I had done in my  
22 ophthalmology career where the inventions I did during  
23 that time. So this was just the way I did things.

24 Q. Did you also trademark -- strike that.

25 Did you also apply to register trademarks



1 prior to the Avazzia relationship?

2 A. Yes.

3 Q. So in your ophthalmology career you referenced  
4 patent applications you filed, right?

5 A. I had both patent applications and I had the --  
6 the name Tennant was trademarked for surgical  
7 instruments and all my ophthalmology devices.

8 Q. Okay. So I understand that you say you coined  
9 the term "Tennant BioModulator." You claim that you  
10 told Tim Smith about it. What other instances can you  
11 point to where you were using the phrase Tennant  
12 BioModulator in connection with a device?

13 MS. MAM: Object --

14 Q. (BY MR. GRIFFITH) As of the time that the 2003  
15 royalty agreement was executed?

16 MS. MAM: Object to form.

17 A. I don't think I have anything additional to  
18 add. I have already explained to you the thought  
19 process that we went through, the actual process we went  
20 through to get this device done, how it got named, how  
21 Scott began to sell it. I have nothing to add to that.

22 Q. (BY MR. GRIFFITH) Okay. Can you identify any  
23 use of the phrase Tennant BioModulator before the 2003  
24 royalty agreement was signed by you?

25 MS. MAM: Object to form.

1           A. I don't recall.

2           Q. (BY MR. GRIFFITH) Okay. Can you point to any  
3 use you made of the Tennant BioModulator phrase as of  
4 June 15, 2003?

5           MS. MAM: Object to form.

6           A. You know, we're chasing the same horse around  
7 the barn here. You know, you keep asking questions  
8 about what happened and what -- on this date and this  
9 date and when did do you that.

10           Again, that whole area around when I  
11 first -- from the time Tim Smith sat down and said will  
12 you work with me, and I said yes, if you will make this  
13 device. And all the things that happened in the few  
14 months or years after, for the very few years after  
15 that, I don't have good recollection of it as I sit here  
16 today.

17           Q. (BY MR. GRIFFITH) You understand there's a  
18 distinction between technology that you may have been  
19 using that later ended up in a Tennant BioModulator  
20 branded device as compared with actual use of the phrase  
21 Tennant BioModulator, correct?

22           MS. MAM: Object to form.

23           A. I don't understand the question.

24           Q. (BY MR. GRIFFITH) Okay. You disclosing  
25 frequencies to Tim Smith to design a device that was

1 eventually branded under the Tennant BioModulator phrase  
2 is no evidence of your use of the Tennant BioModulator  
3 phrase itself at that time?

4 MS. MAM: Object to form, argumentative.

5 Q. (BY MR. GRIFFITH) Right?

6 A. So as soon as we came up with the name for it,  
7 even if it hadn't been brought to fruition yet as far as  
8 actually being assembled, we would have used that in  
9 communicating with Avazzia -- with Avazzia about it.

10 So you bring a new baby home and, you know,  
11 you call it baby until you give it a name and then you  
12 start talking about the baby with a name. I don't know  
13 if that's a good example.

14 But, again, as soon as that became a mental  
15 thing, this is what we're doing and we gave it a name,  
16 we would have used that name in communicating back and  
17 forth with Avazzia and then -- and between Scott and  
18 I -- and so, again, I keep coming back to, you know, I  
19 can't remember all these, you know, every phone call I  
20 made 20, 21 years ago.

21 Q. So you have identified communications where you  
22 may have used the phrase Tennant BioModulator, right?

23 A. Yes.

24 Q. Can you identify any marketing materials that  
25 the Tennant BioModulator phrase was used on at the time

1 of execution of the 2003 royalty agreement?

2 A. The same answer I just gave you. I don't  
3 recall all of those fine details, as I sit here today.

4 Q. It's fair to say that sitting here today you  
5 can't point to any specific instances of you using the  
6 Tennant BioModulator phrase in connection with a  
7 BioModulator device as of the date that you signed the  
8 2003 royalty agreement, correct?

9 MS. MAM: Object to form.

10 A. Well, if you can tell me what you had for  
11 breakfast in 2003, then your memory is better than mine.  
12 And I'll give you the same answer I have been giving you  
13 for the last 15 minutes. I can't remember all those  
14 fine details as I sit here today.

15 Q. (BY MR. GRIFFITH) Thank you for that.

16 And, Dr. Tennant, just as -- I have to ask  
17 it this way as well. I was previously asking you in  
18 connection with the date you executed the 2003 royalty  
19 agreement. I'm going to ask you the same question in  
20 connection with the date that's listed in there, but we  
21 don't know you signed it then.

22 So sitting here today, can you point to any  
23 specific instances where you were using the Tennant  
24 BioModulator phrase in connection with a device, as of  
25 June 15, 2003?

1 MS. MAM: Object to form.

2 A. Again, for the 15th time, I'll give you the  
3 same answer. As I sit here today, I cannot recall those  
4 fine details.

5 Q. (BY MR. GRIFFITH) So this 2003 royalty  
6 agreement, you have said that this is a trademark  
7 license, correct?

8 MS. MAM: Object to form.

9 Q. (BY MR. GRIFFITH) Let me ask it a different  
10 way. You contended in your declaration that the 2003  
11 royalty agreement is a trademark license for Tennant  
12 BioModulator, correct?

13 MS. MAM: Object to form.

14 A. Everything about this whole scenario has been  
15 an issue about trademarks, hasn't it? And so the -- and  
16 indeed, the -- I do have the Tennant BioModulator  
17 trademark in my possession issued by the U.S. Trademark  
18 office. And so that's the best answer I could give you  
19 as I sit here.

20 MR. GRIFFITH: Objection; nonresponsive.

21 Q. (BY MR. GRIFFITH) So, Dr. Tennant, in your  
22 declaration supporting the preliminary injunction  
23 motion, you referred to the provision in the 2003  
24 royalty agreement where it says, "Grantee shall maintain  
25 the Grantor's property in confidence."

1 And you stated that that provision related  
2 only to proprietary modes and frequencies that I  
3 developed for my device, which made it different, in my  
4 opinion better, than other devices. Do you recall that?

5 MS. MAM: Object to form. Do you have the  
6 document?

7 MR. GRIFFITH: Yes. It's the declaration  
8 in support of his preliminary injunction motion.

9 Q. (BY MR. GRIFFITH) Do you recall saying that in  
10 your declaration?

11 MS. MAM: I'm going to object to form.

12 A. So if you ask me if I had to remember every  
13 single line in that 70 pages or sum of the report, the  
14 answer is no, I don't remember every single line.

15 Q. (BY MR. GRIFFITH) Well, I didn't ask you that.  
16 I asked you if you remembered that line.

17 A. No. I don't specifically remember that line.

18 Q. Okay. Well, would you agree with me that  
19 the -- you would agree with me that trademarks can't be  
20 kept confidential, right?

21 A. That's true. They are -- as far as I know,  
22 they're issued in public knowledge there, once they are  
23 issued by the trademark office.

24 Q. Okay. So you would agree with me that to the  
25 extent there's a provision in the 2003 royalty agreement



1 that says that Scott is supposed to maintain property or  
2 licensing in confidence, that that would have nothing to  
3 do with trademarks, correct?

4 MS. MAM: Object to form.

5 A. So ask me the question again, please.

6 MR. GRIFFITH: Can you read the question  
7 back, please?

8 THE COURT REPORTER: Uh-huh.

9 (Requested portion was read.)

10 A. If Scott remains in confidence that had nothing  
11 to do with trademarks -- I'm sorry.

12 Q. (BY MR. GRIFFITH) Well --

13 A. I must not understand your question. Because  
14 the -- confidential information is confidential  
15 information, trademarks are public information. And  
16 they are basically unrelated in this -- other than  
17 confidential information can be the foundational reason  
18 that you can get a trademark.

19 Q. I like that answer just fine. Thank you, sir.

20 So can you point to any provisions in the  
21 2003 royalty agreement that relate to trademarks?

22 A. I -- you know, it's -- I haven't read the 2003  
23 agreement for at least a month or more. And so I cannot  
24 quote it back verbatim. And so I just have to say I  
25 just don't recall.

UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF TEXAS  
DALLAS DIVISION

MARTEN GROUP, INC., D/B/A )  
SENERGY MEDICAL GROUP AND )  
SCOTT TENANT, )  
 )  
Plaintiffs, )

VS. )

Case No.  
3:24-cv-01852-E

JERALD TENNANT, MD, JOHN )  
TENNANT, TERESA JESSEN )  
TENNANT, JARED TENNANT, )  
TENNANT DEVICES AND )  
ACCESSORIES, LLC, AND )  
CURADOR, LLC, )  
 )  
Defendants. )

-----  
ORAL AND VIDEOTAPED DEPOSITION OF  
JERALD TENNANT, M.D.  
VOLUME 2  
OCTOBER 17, 2024  
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ORAL AND VIDEOTAPED DEPOSITION OF JERALD  
TENNANT, M.D., produced as a witness at the instance  
of the Plaintiffs and duly sworn, was taken in the  
above-styled and numbered cause on Thursday,  
October 17, 2024, from 10:34 a.m. to 4:08 p.m.,  
before Kari Behan, CSR, RPR, CRR, a Texas certified  
machine shorthand reporter, at the offices of Bryan  
Cave Leighton Paisner LLP, 2200 Ross Avenue,  
Suite 4200W, Dallas, Texas 75201, pursuant to the  
Federal Rules of Civil Procedure and the provisions  
stated on the record or attached hereto.

A P P E A R A N C E S

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ALSO PRESENT:

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Scott Tennant  
Jerry Gutierrez, Marten Group CR

THE VIDEOGRAPHER:

Alex Oviedo

- - -  
I N D E X  
- - -

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E X H I B I T S

EXHIBITS	DESCRIPTION	PAGE
Exhibit 12	Modification of Royalty Agreement TENNANT_000022	273
Exhibit 21	Document titled "Thank You," APP 00207	263
Exhibit 28	Confidentiality, Unauthorized Disclosure, and Non-Disparagement Agreement	225

(REPORTER'S NOTE: All quotations from exhibits are reflected in the manner in which they were read into the record and do not necessarily denote an exact quote from the document.)

1 PROCEEDINGS:

2 (Thursday, October 17, 2024, at 10:34 a.m.)

3 THE VIDEOGRAPHER: On the record, 10:34 a.m.  
4 This is the continuation deposition of Dr. Jared Tennant,  
5 M.D. I believe same counsel, same appearances.

6 MS. MAM: Yes, and for the record, it's  
7 Jerald Tennant. Thank You.

8 JERALD TENNANT, M.D.,  
9 after having been first duly sworn by the above-mentioned  
10 Certified Court Reporter, was examined and testified as  
11 follows:

12 EXAMINATION

13 BY MR. GRIFFITH:

14 Q. Dr. Tennant, you understand you're -- you're  
15 under oath to tell the whole truth and nothing but the  
16 truth, correct?

17 A. Yes.

18 Q. Okay. What is the Hippocratic oath?

19 A. To the best of my memory, the Hippocratic oath is  
20 a -- an oath that is taken by physicians to primarily take  
21 care of their patients.

22 Q. Can you recall any of the terms of the  
23 Hippocratic oath?

24 A. Nothing more than I've stated.

25 Q. Okay. Do you know whether the Hippocratic oath

1 this lawsuit was filed?

2 A. To the best of my recollection, all of this  
3 that I just described occurred before Scott filed the  
4 lawsuit against us but had already -- both Senergy and  
5 Avazzia had been -- had received notice from me that I  
6 had cancelled their license to use my trademark -- or  
7 sell my trademarked devices to Senergy.

8 Q. Can you recall any instance in which you  
9 refused to write a prescription for a BioModulator  
10 device sold by Senergy before May of 2024?

11 A. No.

12 Q. Have you ever disclosed to any patient that you  
13 wrote a prescription for a Tennant BioModulator device  
14 for that you might be receiving royalties in connection  
15 with the sale of the device to them?

16 A. The subject of my royalties has -- to the best  
17 of my recollection, has never been brought up by any of  
18 my patients.

19 Q. And you've never disclosed it to any of your  
20 patients either, correct?

21 A. Nor have I hidden it.

22 Q. Okay. But I just want to make sure: You've  
23 never disclosed to any of your patients any royalty  
24 arrangement you have with Senergy, correct?

25 MS. MAM: Object to form.



1 Q. Okay. When did -- what periods of time did you  
2 have a Senergy credit card?

3 A. I had it for many years, and I don't know if  
4 it's even -- is still valid. I -- I may have it; I may  
5 not have it. I don't know. I haven't used it some  
6 sometime.

7 Q. What did you use the Senergy credit card for?

8 A. My agreement with Senergy was that if I was to  
9 travel somewhere to teach or give a seminar that Senergy  
10 would cover my expenses for going to teach.

11 Q. Okay. So is it fair to say that whenever you  
12 took business trips to teach or speak at seminars,  
13 Senergy paid your expenses to do that?

14 A. Yes, in general, that's true.

15 Q. Okay. And the conferences and seminars that  
16 you spoke and taught at, you mentioned that you  
17 brought -- I can't recall what app you said. It was an  
18 Apple app, I think. Was it Keynote?

19 A. Yes, I like Keynote.

20 Q. Okay. So other than Keynote presentations that  
21 you brought to the seminars and conferences that you  
22 spoke at, did Senergy pay for all the other expenses  
23 associated with these seminars and conferences?

24 MS. MAM: Object to form.

25 THE WITNESS: Generally speaking, in recent

1 years, if I traveled to teach, it was at -- as  
2 an invita- -- as an invited speaker at a general medical  
3 conference of some sort, and the -- that Senergy would  
4 have a booth there to be able to sell their devices,  
5 the -- the Tennant devices, et cetera, and then I would  
6 speak, and sometimes Senergy would send one or more of  
7 their staff and sometimes one or more of my clinic staff  
8 would go and help them in the booth.

9 BY MR. GRIFFITH:

10 Q. Who paid for the booth?

11 A. Senergy.

12 Q. Okay. Who did the marketing for seminars and  
13 conferences that Senergy put on or you participated in?

14 A. By and large, the marketing was done by  
15 Senergy. And it was not uncommon for there to be  
16 notices sent out from -- to the clinic database or on  
17 our website that I would be speaking someplace.

18 Q. Okay. And other than emails that were sent out  
19 by the clinic, who paid for all the other marketing that  
20 was done for these seminars and conferences?

21 MS. MAM: Object to form.

22 THE WITNESS: Certainly, the majority of  
23 the expenses of those things were paid for by Senergy.

24 BY MR. GRIFFITH:

25 Q. Okay. And you have equipment that's used at

1 you, correct?

2 A. I believe that's correct.

3 Q. And then Tasha, your daughter, recently found a  
4 copy of the agreement that Scott signed and that you  
5 signed, right?

6 A. Yes.

7 Q. And so the version of the 2016 modification is  
8 the one that you contend is the one that is the  
9 operating 2016 royalty-related agreement, correct?

10 A. The one with both our signatures, I believe  
11 that's correct.

12 Q. Okay. And -- and that's the one that Scott  
13 sent to you that he signed, correct?

14 A. You know, I don't recall, you know, whether I  
15 signed and sent it to him and he sent it back to me, I  
16 don't know.

17 Q. Okay. Well --

18 A. Both of our signatures ended up on it.

19 Q. Well, let me ask you this: Do you recall  
20 whether he did -- didn't sign the one that you proposed?

21 A. I believe that's correct.

22 Q. And that you ended up signing the one that he  
23 proposed, right?

24 A. I believe that's correct.

25 Q. Okay. And would you agree with me that the

1 2016 modification that both you and he signed modified  
2 the earlier 2012 royalty agreement and the earlier 2003  
3 royalty agreement, correct?

4 MS. MAM: Object to form.

5 THE WITNESS: I would have to go back and  
6 reread the -- the beginning, but generally speaking,  
7 it's -- as best I recall, each time we signed a new  
8 agreement, it modified the previous agreements.

9 BY MR. GRIFFITH:

10 Q. Well, do you know if the 2012 royalty agreement  
11 makes any reference to the 2003 royalty agreement?

12 A. I don't remember.

13 Q. Okay. If the 2012 royalty agreement doesn't  
14 make reference to the 2003 royalty agreement, would you  
15 agree with me that it's a separate agreement rather than  
16 a modification of the earlier agreement?

17 MS. MAM: Object to form.

18 THE WITNESS: I think that's a legal  
19 opinion, and I'll leave that up to a professional.

20 BY MR. GRIFFITH:

21 Q. Okay. Well, let me ask you this: Do you  
22 believe that the 2012 royalty agreement modified the  
23 2003 royalty agreement?

24 A. So the 2003 agreement would have covered the  
25 original biomodulator. When we get to 2012, we now have

1 a BioModulator Pro and a BioTransducer, and so we need  
2 an agreement to cover those additional devices.

3 And so is this a modification of that -- or  
4 the purpose of it was: We now have different devices.

5 We need to -- to -- to define that -- those agreements  
6 as well.

7 Q. Okay. Well, let me ask you this -- let me see  
8 if I can ask it this way: Are you -- well, strike that.

9 Do you contend that there are any  
10 agreements between you and Scott or you and Senergy that  
11 modify the 2003 royalty agreement, 2012 royalty  
12 agreement and the 2016 modification that you both  
13 signed?

14 MS. MAM: Object to form.

15 MR. GRIFFITH: What's your objection?

16 MS. MAM: Compound, confusing.

17 BY MR. GRIFFITH:

18 Q. You can answer, Dr. Tennant.

19 A. Again, in this context, we're asking for a  
20 legal opinion, which I'm not qualified to give. I know  
21 what we were attempting to do, but the legality of  
22 what -- does this word modify that word? I don't know.

23 Q. Okay. Well, let's do this. Let me hand you  
24 what's been marked as Deposition Exhibit No. 12.

25 (Exhibit 12 was marked for identification.)

1 modification that we've been talking about the past  
2 couple of days, correct?

3 A. Appears to be.

4 Q. Okay. And you signed Exhibit 12, correct?

5 A. Yes, it appears so.

6 Q. Okay. And does that appear to be Scott  
7 Tennant's signature on Exhibit 12 as well?

8 A. I think so.

9 Q. Okay. So you see in -- where it says:  
10 Whereas, on October 1st, 2012, and June 15th, 2012,  
11 agreements were made between Senergy Medical Group  
12 and/or Scott Tennant as Grantee from Jerry Tennant as  
13 Grantor, right?

14 A. Okay.

15 Q. And you would -- and then, next, it says: This  
16 agreement modifies those agreements for payments of  
17 royalties for Grantor's proprietary interest in the  
18 Tennant's BioModulators, right?

19 A. I haven't memorized it, but if you say so.

20 Q. Okay. Well, let me ask you this: Are you  
21 aware of any agreements between you and Senergy that  
22 modified the 2003 royalty agreement and the 2012 royalty  
23 agreement, other than Exhibit 12?

24 A. To the best of my recollection and knowledge,  
25 as I sit here, there were agreements in 2023, 2012,



1 2016.

2 Q. And -- and those only, correct?

3 A. To the best of my memory, yes.

4 Q. Okay. And I'm going to ask the same question  
5 about Scott Tennant. Okay?

6 Are you aware of any agreements that modify  
7 the 2003 royalty agreement -- strike that.

8 Are you aware of any agreements with Scott  
9 Tennant that modify the 2003 royalty agreement and 2012  
10 royalty agreement, other than Exhibit 12?

11 A. Same answer.

12 Q. Okay. Would you agree with -- well, no,  
13 that's -- I'm not going to ask that.

14 You mentioned earlier that you thought that  
15 you needed to enter into the 2012 royalty agreement  
16 because Senergy had been selling a biotransducer device,  
17 correct?

18 A. It was -- if my memory serves me, it was in  
19 that -- at that period of time when we were developing  
20 or had developed the BioModulator Pro and the  
21 BioTransducer, and thus, that was not covered in the  
22 2003, so we needed to -- to make it clear that we had  
23 additional products.

24 Q. Who drafted the 2012 royalty agreement?

25 A. I don't -- I don't remember.

# Exhibit 2-E

2 CIT ESERVE

DC-24-10471

CAUSE NO. \_\_\_\_\_

**TENNANT DEVICES AND  
ACCESSORIES, LLC and  
JERALD L. TENNANT, M.D.,****Plaintiffs,****v.****MARTEN GROUP, INC. D/B/A  
SENERGY MEDICAL GROUP,  
and SCOTT E. TENNANT****Defendants.**§  
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§**IN DISTRICT COURT**

191st

**JUDICIAL DISTRICT****DALLAS COUNTY, TEXAS****PLAINTIFFS' ORIGINAL PETITION**

Tennant Devices and Accessories, LLC and Jerald L. Tennant, M.D. ("Plaintiffs") file this suit against MarTen Group, Inc. d/b/a Senergy Medical Group and Scott E. Tennant ("Defendants"), and allege the following:

**SUMMARY OF THE CASE**

This case is about a world-renowned and innovative surgeon, Dr. Tennant, who after his own bout with a debilitating health issue, developed a product to assist patients with pain management, and entrusted his stepson, Scott Tennant, to market and manage the product. Decades later, Dr. Tennant learned that Scott was not only fraudulently underreporting royalties but was also self-dealing by making decisions and entering into contractual relationships that benefited himself, but harmed Dr. Tennant, Dr. Tennant's products, and Dr. Tennant's brand. Incredibly, Scott also refuses to provide the database of customers who have bought Dr. Tennant's products to Dr. Tennant.

**A. DISCOVERY CONTROL PLAN**

1. Plaintiffs intend to conduct discovery under Level 3 of Texas Rules of Civil Procedure 190.4.

**B. CLAIM FOR RELIEF**

2. Plaintiffs seek monetary relief over \$1,000,000.

**C. THE PARTIES**

3. Plaintiff Tennant Devices and Accessories, LLC (“Plaintiff” or “TDA”) is a Texas for-profit limited liability company and may be contacted through its undersigned attorney.

4. Plaintiff Jerald L. Tennant, M.D. (“Plaintiff” or “Dr. Tennant”), is an individual residing in Tarrant County and may be contacted through his undersigned attorney.

5. Defendant MarTen Group, Inc. (“Defendant” or “MarTen”), is a Texas for-profit corporation which has a registered address at 9901 Valley Ranch Parkway, Ste. 1009, Irving, Texas 75063, and may be served with a citation via its registered agent, Scott E. Tennant, at 9901 Valley Ranch Parkway, Ste. 1009, Irving, Texas 75063; or wherever it may be found.

6. Defendant Scott E. Tennant (“Defendant” or “Scott”) is an individual residing in Dallas County and may be served with process at 6923 Stone Meadow Dr, Dallas, TX 75230; or wherever he may be found.

**D. JURISDICTION AND VENUE**

7. This Court has subject matter jurisdiction over this lawsuit because the damages sought are within the Court’s Jurisdictional limits. Venue is proper in Dallas County pursuant to Texas Civil Practice and Remedies Code Section 15.002 because all or a substantial part of the acts or omissions giving rise to this claim occurred there, and Dallas County was the county of the Defendants’ residence at the time the cause of action accrued.

**E. FACTS**

8. Ever since Plaintiff Dr. Tennant completed his residency in ophthalmology at Massachusetts Eye and Ear Infirmary of Harvard Medical School and Southwestern Medical School/Parkland System in 1968, he has innovated medical products and methods that have

improved the worldwide practice of medicine for generations to come. Collaborating with other world leaders in cataract and implant surgery, Dr. Tennant is one of the most awarded ophthalmologists of his generation.

9. Dr. Tennant's contributions to ophthalmology are too numerous to name. He has taught surgeons all around the world to do outpatient eye surgery; he chaired an ad hoc committee that wrote the rules that govern outpatient surgicenters in Texas; he was also one of the first surgeons in the U.S. to place intraocular lenses in eyes after cataract surgery, eliminating the need for thick, incapacitating glasses and he taught his technique around the world; and, as a pioneer in LASIK surgery, he was responsible for most of the research done on the Excimer laser for VISX.

10. However, after many years and thousands of eye surgeries, Dr. Tennant became ill from his exposure to his patients' eye diseases. The illness severely limited Dr. Tennant's mental and physical abilities, causing him to retire at the height of his career and stop performing surgeries. With only a few hours a day to read and think, Dr. Tennant began studying cellular biology. In time, Dr. Tennant miraculously conceived of a method for fighting chronic disease by maintaining voltage levels in cells. Incredibly, Dr. Tennant used his concept to fully heal himself.

11. Now healed and with a renewed purpose to help others, Dr. Tennant developed his concept into Tennant BioModulator® PLUS and PRO. These FDA accepted, non-invasive devices are designed to offer healthcare professionals and home users affordable drug-free and user-friendly options for relief from chronic, severe, and intractable pain. Dr. Tennant's phenomenal work resulted in thousands of success stories and testimonials of patients' recovery and pain reduction.

12. Dr. Tennant has truly served as a humanitarian, helping people worldwide live life with less or no pain. He is one of the few surgeons to be awarded the Corboy Award for

Advancements in Ophthalmology and the American Academy of Ophthalmology Award. Although not a Catholic, Dr. Tennant was awarded the Order of Saint Sylvester by Pope Benedict XVI in 2008 for his contributions to medicine. He holds a doctorate of natural medicine from the Board of Pastoral Medical Association; is licensed by the Board of Homeopathic and Integrated Medicine Examiners in Arizona; and is a current member of the American Academy of Anti-Aging Medicine.

13. Plaintiff Tennant Devices and Accessories, LLC holds the trademarks for Tennant Biomodulator and Tennant BioTransducer. Dr. Tennant is also the only managing member of TDA.

14. Defendant Scott Tennant, Dr. Tennant's stepson, built a career, beginning on June 15, 2003, selling Dr. Tennant's inventions. On that day, Dr. Tennant and Scott executed a written contract ("2003 Agreement"). The 2003 Agreement provided Scott with a license to market Dr. Tennant's Biomodulator for a period of twenty (20) years. The 2003 Agreement outlined Dr. Tennant's royalty rights from sales made by Scott, Dr. Tennant's rights to receive monthly accounting statements, and Dr. Tennant's rights to inspect Scott's books. The 2003 Agreement also spelled out Scott's fiduciary duty to Dr. Tennant, specifically that Scott was obligated to maintain the Tennant Biomodulator® in confidence, with the same degree of care he would exercise with respect to his own proprietary information.

15. Scott sold Tennant Biomodulators through Defendant MarTen, which was doing business as Senergy Medical Group and Senergy Wellness Group.

16. On October 1, 2012, Dr. Tennant and Scott executed a second written contract ("2012 Agreement"). The 2012 Agreement provided that Dr. Tennant would grant Scott rights and license to market Dr. Tennant's, Tennant Biomodulator® PRO, for a period of twenty (20) years.



The 2012 Agreement also provided that Scott would render a statement in writing to Dr. Tennant within thirty-days after the end of each calendar month, pay to Dr. Tennant the amount of the royalties accrued during the corresponding calendar month, and permit Dr. Tennant to inspect his books.

17. Scott sold the Tennant Biomodulator® PRO through MarTen, which was doing business as Senergy Medical Group and Senergy Wellness Group.

18. On March 15, 2016, Dr. Tennant signed and sent a contract addendum to Scott (“Addendum 1”). Addendum 1 permitted cancelation by either party, without prejudice for any reason within thirty days’ notice and provided for a new royalty calculation method. Scott would not sign Addendum 1.

19. On April 22, 2016, Scott sent a signed contract addendum to Dr. Tennant (“Addendum 2”). Addendum 2 permitted cancellation by either party, without prejudice for any reason within thirty days’ notice. Addendum 2 provided Scott’s own suggested royalty calculation method. Dr. Tennant never signed Addendum 2.

20. Dr. Tennant discovered that Defendants underreported the sales of his products and Defendants failed to pay the full amount owed to Dr. Tennant. Further, Defendants paid royalties to Dr. Tennant on the underreported amount of products using the methodology from Addendum 2 to which Dr. Tennant never agreed, rather than the amount owed under the 2003 Agreement or the 2012 Agreement signed by both parties.

21. Defendants failed to provide monthly statements, as required by the 2003 Agreement and the 2012 Agreement, and the statements provided to Plaintiffs were neither accurate nor transparent. Based on the records available to Plaintiffs, Defendants now owe Plaintiffs millions of dollars in royalties.

22. On June 21, 2024, Dr. Tennant provided Scott with a Notice of Termination of Royalty Agreements, demanding termination of all contracts with Defendants because Defendants failed to make all payments due under the agreements, provided fraudulent statements of sales, and improperly calculated royalty payments. This notice provided Defendants with thirty days to cease marketing and distributing Plaintiffs' products.

23. In addition, upon information and belief, Defendants have been self-dealing by entering into contractual relationships with other parties that benefit themselves and harm Plaintiffs, their brand, and their products.

24. Incredibly, Defendants refuse to provide Plaintiffs with their database of customers who have purchased Plaintiffs' products, stifling Plaintiffs' ability to provide assistance with their products, honor the product warranties, and prevent further brand corruption by Defendants.

25. Now, Plaintiffs wish to recover the unpaid royalties from Defendants and receive compensation for the injuries caused by Defendants.

**COUNT 1 – BREACH OF CONTRACT**

26. As the factual basis for its allegations, Plaintiffs incorporate the prior paragraphs of as if set forth fully herein.

27. The 2003 Agreement provided that Dr. Tennant would grant Scott rights and license to market and distribute his property in exchange for royalties to be paid to Dr. Tennant. The 2003 Agreement also provided that Scott would render statements in writing to Dr. Tennant within thirty-days after the end of each calendar month and pay Dr. Tennant the amount of the royalties accrued during the corresponding calendar month. The 2012 Agreement had similar terms.

28. Dr. Tennant fully performed his contractual obligations.

29. Scott consistently breached the contract by failing to render statements in writing to Dr. Tennant within thirty-days after the end of each calendar month and by failing to pay Dr. Tennant the correct amount of royalties.

30. Scott's breach caused injury to Dr. Tennant, which resulted in damages.

31. Dr. Tennant seeks damages in an amount of at least \$2.5 million.

32. In addition, Dr. Tennant is entitled to recover reasonable and necessary attorney fees under Texas Civil Practice & Remedies Code section 38.001(8) because this suit is for a contract.

### **COUNT 2 – PROMISSORY ESTOPPEL**

33. As the factual basis for its allegations, Plaintiffs incorporate the prior paragraphs of as if set forth fully herein.

34. In the alternative to Count 1, and in the event the Court finds there was no contractual relationship between the parties, Defendants made a promise to Plaintiffs that Defendants failed to keep.

35. Defendants promised Plaintiffs that Defendants would fairly and accurately compensate Plaintiffs for Defendants right to market Plaintiffs' products.

36. Plaintiffs relied on Defendants' promise by permitting Defendants to market Defendants' products. Because of the nature of the promise, Plaintiffs' reliance was both reasonable and substantial.

37. Defendants knew, or reasonably should have known, that Plaintiffs would rely on Defendants' promise.

38. Injustice to Plaintiffs can be avoided only if Defendants' promise is enforced.

39. Plaintiffs' reliance on Defendants' promise resulted in economic injury to Plaintiffs, who did not receive the full amount of royalties for which they are entitled.

40. Plaintiffs seek damages within the jurisdictional limits of this Court.

41. Plaintiffs are entitled to recover reasonable and necessary attorney fees under Texas Civil Practice & Remedies Code section 38.001(8) because this suit is for promissory estoppel.

**COUNT 3 – FRAUD BY NONDISCLOSURE**

42. As the factual basis for its allegations, Plaintiffs incorporate the prior paragraphs of as if set forth fully herein.

43. In the alternative to Count 1, and in the event the Court finds there was no contractual relationship between the parties, Plaintiffs sue Defendants for fraud by nondisclosure.

44. Defendants concealed material facts related to the total sales of Plaintiffs' products.

45. Defendants had a duty to disclose the correct and accurate information to Plaintiffs.

46. The information was material because the number of products sold determined the royalties to be paid to Dr. Tennant, pursuant to the 2003 Agreement and the 2012 Agreement.

47. Defendants knew Plaintiffs were ignorant of the information and did not have an equal opportunity to discover the truth. In fact, Defendants were the only party in possession of the information necessary to calculate royalties due to Dr. Tennant.

48. Defendants deliberately remained silent, failed to disclose the information, and made intentional misrepresentations about the number of products sold.

49. By deliberately remaining silent, Defendants intended for Plaintiffs to rely on Defendants' partially disclosed information.

50. Plaintiffs reasonably and justifiably relied on Defendants' deliberate silence. Defendants owed a fiduciary duty to Plaintiffs. Additionally, Scott is Dr. Tennant's stepson and

Dr. Tennant was justified in relying on Scott to fully disclose Defendants' sales of Plaintiffs' products.

51. By deliberately remaining silent, Defendants proximately caused injury, to Plaintiffs, which resulted in damages.

52. Plaintiffs seek damages within the jurisdictional limits of this Court.

53. Plaintiffs' injuries resulted from Defendants' actual fraud, gross negligence, and/or malice, which entitles Plaintiffs to exemplary damages under Texas Civil Practice & Remedies Code section 41.003(a).

#### **COUNT 4 – QUANTUM MERUIT**

54. As the factual basis for its allegations, Plaintiffs incorporate the prior paragraphs of as if set forth fully herein.

55. In the alternative to Count 1, and in the event the Court finds there was no contractual relationship between the parties, Plaintiffs plead quantum meruit.

56. Plaintiffs provided Defendants with the rights and license to market Plaintiffs' products.

57. Defendants accepted the license and marketed the products.

58. Defendants knew or should have known that Plaintiffs expected full and accurate compensation.

59. Defendants failed to provide Plaintiffs with full and accurate compensation for Defendants' right to market Plaintiffs' products.

60. Defendants owe Plaintiffs the difference between the full and accurate compensation owed to Plaintiffs versus what was actually paid to Plaintiffs.

61. Plaintiffs are entitled to recover reasonable and necessary attorney fees under Texas Civil Practice & Remedies Code section 38.001(1) to (3) because this suit involves furnishes services and materials.

**COUNT 5 – BREACH OF FIDUCIARY DUTY**

62. As the factual basis for its allegations, Plaintiffs incorporate the prior paragraphs of as if set forth fully herein.

63. Defendants owed Plaintiffs a fiduciary duty under the terms of the 2003 Agreement and the 2012 Agreement. Moreover, Scott is Dr. Tennant’s stepson, creating a fiduciary duty through the familiar relationship.

64. Defendants breached their fiduciary duty to Plaintiffs by failing to deal with Plaintiffs with loyalty and utmost good faith, by failing to act with integrity, by failing to accurately report sales of Plaintiffs’ products licensed products, and by self-dealing.

65. Defendants’ breach of their fiduciary duty injured Plaintiffs by depriving Plaintiffs of the royalties owed to them, self-dealing, and damaging their product and brand.

66. Plaintiffs seek damages within the jurisdictional limits of this Court.

67. Plaintiffs’ injuries resulted from Defendants’ malice, fraud, or gross negligence, which entitles Plaintiffs to exemplary damages under Texas Civil Practice & Remedies Code section 41.003(a).

**COUNT 6 – ACCOUNTING**

68. As the factual basis for its allegations, Plaintiffs incorporate the prior paragraphs of as if set forth fully herein.

69. At all times, Defendants and Plaintiffs had a contractual and fiduciary relationship. The facts and accounts here are so complex that adequate relief cannot be obtained through



standard legal remedies. Plaintiffs request equitable relief permitting an accounting of Defendants records as they relate to Defendants' sale of Plaintiffs' products. Justice and fairness require the accounting.

#### **COUNT 7 – PERMANENT INJUNCTION**

70. As the factual basis for its allegations, Plaintiffs incorporate the prior paragraphs of as if set forth fully herein.

71. By failing to disclose the database of customers who have purchased Plaintiffs' products, Defendants breach the 2003 Agreement, 2012 Agreement, and their fiduciary duties to Plaintiffs. Plaintiffs request a permanent injunction prohibiting Defendants from continuing to hide the database of customers who have purchased Plaintiffs' products from Plaintiffs.

72. Plaintiffs ask the Court to set their request for a permanent injunction for a full trial on the merits and, after the trial, issue a permanent injunction against Defendants.

#### **F. CONDITIONS PRECEDENT**

73. All conditions precedent have been performed or have occurred.

#### **G. JURY DEMAND**

74. Plaintiffs demand a jury trial and tender the appropriate fee with this petition.

#### **H. OBJECTION TO ASSOCIATE JUDGE**

75. Plaintiffs object to the referral of this case to an associate judge for hearing a trial on the merits or presiding at a jury trial.

**PRAYER**

**WHEREFORE PREMISES CONSIDERED**, for these reasons, Plaintiffs ask that the Court issue citation for Defendants to appear and answer, and that Plaintiffs be awarded a judgment against Defendants for the following:

- a. an accounting;
- b. permanent injunction;
- c. actual damages;
- d. exemplary damages;
- e. prejudgment and postjudgment interest;
- f. Court costs;
- g. reasonable attorney fees; and
- h. all other relief to which Plaintiffs are entitled.

**VERIFICATION**

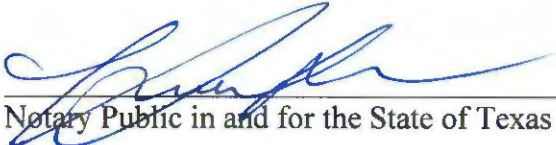
STATE OF TEXAS       §  
                                     §  
DALLAS COUNTY       §

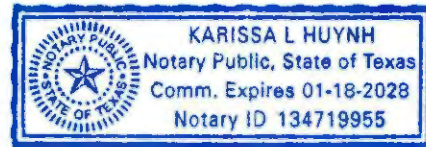
My name is Jerald Tennant, I am capable of making this verification. I have read Plaintiffs' Original Petition. The facts stated in it are within my personal knowledge and are true and correct.

  
\_\_\_\_\_  
Jerald Tennant

Before me, the undersigned notary, on this day personally appeared Jerald Tennant, whose identity is known to me or proved to me through a Texas State Driver's License to be the person whose name is subscribed to the foregoing statement and, being by me first duly sworn, declared that the statements therein contained are true and correct.

Sworn to and subscribed before me by Jerald Tennant on July 18, 2024.

  
\_\_\_\_\_  
Notary Public in and for the State of Texas



Dated: July 18, 2024

Respectfully submitted,  
By: /s/Alison Battiste Clement  
**ALISON BATTISTE CLEMENT**  
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**MELANIE L. BELL**  
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**COUNSEL FOR PLAINTIFFS  
TENNANT DEVICES AND  
ACCESSORIES, LLC  
And JERALD L. TENNANT**

**CERTIFICATE OF SERVICE**

This is to certify that a true and correct copy of this document has been served via the Court's CM/ECF to counsel of record in accordance with the Texas Rules of Civil Procedure on July 18, 2024.

/s/Alison Battiste Clement  
Alison Battiste Clement

# Exhibit 2-F

1 MS. MAM: -- but it doesn't mean that he  
2 has an answer.

3 MR. GRIFFITH: The last question was: Do  
4 you know whether any other physician has ever prescribed  
5 a Tennant BioModulator device sold by Senergy?

6 That's a simple "I don't know," "I don't  
7 recall," "yes" or "no." It is not 50 words. He did not  
8 answer that ques- -- and the lengthy answer he gave, he  
9 didn't even end up at the answer. He didn't answer the  
10 question.

11 I'm just putting that on the record. Let's  
12 take a break.

13 THE VIDEOGRAPHER: Off the record,  
14 11:48 a.m.

15 (Brief recess taken.)

16 THE VIDEOGRAPHER: Back on record,  
17 12:11 p.m.

18 BY MR. GRIFFITH:

19 Q. Dr. Tennant, have you ever refused to sign a  
20 prescription for a Tennant BioModulator device sold by  
21 Senergy?

22 A. When -- well, the answer's yes.

23 Q. Okay. And how many times have you done that?

24 A. I don't know.

25 Q. Okay. Can you recall any specific instance in



1 which you refused to sign a prescription for a Tennant  
2 BioModulator device sold by Senergy?

3 A. Yes, there was a patient fr- -- who actually  
4 was out of the country. Anyway, she went to Senergy,  
5 and they sold her devices, and then told her to come up  
6 and get a prescription from me. And I said: Well, I  
7 can't write a prescription to give it to Senergy because  
8 they no longer have a license to sell my devices. And  
9 so we'll have to see if we can get you a device from  
10 Avazzia.

11 And then, of course, they wouldn't provide  
12 a device either. And so then the patient came up  
13 several times and said: Well, the people down at  
14 Senergy keep harassing me to come up here and get a  
15 prescription. So what am I supposed to do? And so I  
16 said: Well, they are not supposed to be selling the  
17 devices, so I can't give you a prescription to take down  
18 to them.

19 And so we were able to -- to figure out a  
20 solution for her, and that's the conundrum where this  
21 collusion between Senergy and Avazzia prevented patients  
22 being able to get the device they need.

23 Q. Let me ask you this way: Can you recall any  
24 instance in which you refused to write a prescription  
25 for a Tennant BioModulator device sold by Senergy before